Vol. II

TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, 1929

No. 528

BROAD RIVER POWER COMPANY, COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY, AND F. D. CAMPBELL, PETITIONERS,

vs.

STATE OF SOUTH CAROLINA EX REL. JOHN M. DANIEL, ATTORNEY GENERAL

ON WRIT OF CERTIORARI TO THE SUPREME COURT OF THE STATE OF SOUTH CAROLINA

PETITION FOR CERTIORARI FILED DECEMBER 17, 1929

CERTIORARI GRANTED JANUARY 27, 1930

(34,659)

( )

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W. C. McLain sworn.

Direct examination.

By Mr. Lyles:

Q. You are an attorney of the City of Columbia, and a member of the firm of Elliott & McClain?

A. I am.

Q. Your firm is now attorneys for the Broad River Power Company?

A. Yes, sir.

Q. Also for Columbia Railway, Gas and Electric Company?

A. Yes, sir.

Q. Did you represent the Broad River Power Company in the transaction leading up to the deed of June 15th, 1925? It was from the Columbia Railway, Gas and Electric Company to the Broad River Power Company?

A. Yes, sir; I was one of the attorneys engaged in that work.

Q. Did you prior to that time, represent the interests who purchased some of the stock of the Columbia Railway, Gas and Electric Company?

A. Yes, sir; we made an investigation for those purchasers of the Columbia Railway, Gas and Electric property.

Q. I want to ask you if you investigated, in connection with those transactions, the question of any consent or permission or agreement of any kind or character existing on the part of the City of Columbia, giving consent or permis- [fol. 896] sion to the Columbia Railway, Gas and Electric Company, or any of its predecessors, or to the Columbia Gas Light Company, relating to the use of the streets of the City, or any portion or part thereof, with reference to such use for gas mains or other gas purposes, or electric poles and lines and other such purposes?

A. Yes, sir; we made a most careful investigation of all the records of those companies you mentioned and of the City of Columbia and also of the printed revised ordinances of the City of Columbia, and there is no such consent from the City of Columbia to the Columbia Railway, Gas and Electric Company or its predecessors or to the Co-

lumbia Gas Light Company to occupy and use the streets of the City of Columbia for their gas, electric light or power lines. There are certain general ordinances relating to excavation for gas mains. I think it is Section 150 of the Revised Ordinances of the City of Columbia for 1920, and there are perhaps some general ordinances relating to telephone, telegraph, electric light and power lines generally, beginning at section 511 of the same Revisal of 1920 and continuing for several sections.

Q. Did you take part in the negotiations with the Canal Commission as Attorney along with Mr. Jennison and probably *probably* on other occasions?

A. Yes, sir; I think I was present at every meeting of the Canal Commission, except certain executive sessions.

Q. I hand you what purports to be a letter addressed to Columbia Railway, Gas and Electric Company, Columbia, S. C., dated December 17th, 1924, and signed by four gentlemen, and I wish you would tell me who signed the letter?

A. This letter was signed, this particular one with the four signatures, was signed at the last public meeting of the [fol. 897] Canal Commission when the two bills, that is the enabling act and what is called the Canal Settlement Act were finally approved by that Commission, and this letter is signed by Mr. Butler, Mr. Barnett, Mr. Timmerman and Mr. Duncan. The other two members of the Commission at that time was not present. My recollection is they attended the first part of the meeting but were not present at the conclusion, so that they did not sign this particular letter, but they did sign and send to me another letter identical with this.

Q. Was that letter signed in your presence?

A. The other two were not, but this was.

Mr. Belser: I repeat our objection to this testimony, both on the ground of relevancy and incompetency.

Mr. Lyles: I understood, so far as these particular letters, when counsel was speaking sometime ago, he was exceedingly anxious to see them.

Mr. Belser: We do not consider they are relevant or competent for that purpose.

Mr. Lyles: Before proceeding further, is there any objection to the use of the copies of those letters?

Mr. Belser: No.

Letter dated December 17th, 1924, signed by Mr. Butler, Mr. Barnett, Mr. Timmerman and Mr. Duncan, marked Exhibit A-37.

Q. Before proceeding further, referring to Exhibit A-37, did you say that these gentlemen signed it in your presence?

A. Yes, sir.

Q. Mr. Thomas B. Butler was Chairman of what?

A. Columbia Canal Commission.

Q. Mr. Barnett was Secretary of what?

A. Columbia Canal Commission. Mr. Duncan was a member of the Senate and Mr. Timmerman was a member [fol. 898] from the House of Representatives.

Q. I hand you the other two letters dated December 17th, 1924, and ask you if they are identical with the phraseology of Exhibit A-37?

A. I think so. I haven't read them. They were intended to be identical.

Q. The first one is signed by who?

A. J. G. Padgett. He was another Senate member of the Canal Commission.

Q. The second is signed by who?

A. Olin Sawyer, member of the Canal Commission from Georgetown County.

Q. These two letters were signed and sent to you and received by you?

A. Yes, sir; from the signers.

Letter from Olin Sawyer, dated December 17th, 1924, introduced in evidence and marked Exhibit A-38.

Letter from J. G. Padgett, dated December 17th, 1924, to Columbia Railway, Gas and Electric Company, introduced in evidence and marked Exhibit A-39.

(The original letters were delivered to Mr. W. C. McLain with full responsibility and privilege of substitution.)

Q. Referring to all three of these letters, Exhibit A-37, 38 and 39, I note they start off by saying: "We have examined the two bills which you have exhibited to us," and so forth, and "also bill enabling the consolidation of carious companies owned or controlled by you," etc. "Since the bills are now satisfactory to us, we will recommend their passage by the General Assembly and their approval

by the Governor." Attached to Exhibit A-37 is what purports to be a copy of a typewritten bill that is initialed "T. B. B. on each page—whose initials are those?

A. Mr. T. B. Butler, Chairman of the Canal Commission. [fol. 899] Q. Was that bill attached to the letter when delivered to you?

A. Yes, sir; I wouldn't say this staple was in it, but the two were handed to me together.

Q. Will you look at Exhibits A-6, A-7, A-8 and A-9 and tell me where those papers came from in the form they now are?

A. I obtained them one day this week—Monday probably, from Mr. W. B. Barnett, from his files as Secretary of the Columbia Canal Commission.

Q. When this letter of December 17th, 1924, refers to two bills which were submitted for the purpose of settling the controversy and also the bill enabling the consolidation of the various companies, and so forth—I want to ask you to explain the situation with reference to those bills at that time, just for the purpose of identifying the documents referred to in their language?

A. After the Canal Commission and the purchasers of Columbia Railway, Gas and Electric Company stock had arrived at a final agreement about the whole canal matter——

Mr. Belser: I would like to object to that phraseology, especially about an agreement. I think that agreement ought to be in writing and is in writing, and I would like to have it produced.

Witness: That agreement was not in writing.

Mr. Belser: It was finally included in the statute.

Witness: That is in evidence. The Canal Commission and Mr. Jennison and I finally agreed on the whole business. These two bills were then prepared in conformity with what we understood was the agreement prior to December 17th. I sent to Mr. Butler, Chairman, final drafts of both bills in the form in which we understood the agreement to be. Exhibit A-9 is the final draft of the Enabling [fol. 900] Act, which is referred to in the letter of December 17th, and which was not changed by the Commission. It was amended after it was introduced in the Legislature,

but it was not changed by the Commission. The other bill referred to in the letter of December 17th, in evidence as part of Exhibit A-37, is the other bill referred to in the letter of December 17th, and is the final draft of the Canal Settlement Act as finally agreed to by the Commisson and initialed by Mr. Butler. The draft of this bill, which I sent Mr. Butler sometime prior to December 17th, was changed in some minor particulars at the last meeting of the Commission—that is, it was amended and thereafter agreed to by us, and Exhibit A-37 is the bill in its final form as it was subsequently introduced in the Legislature, with the exception that the title is not on Exhibit A-37.

Q. I notice that the opening sentence of the letter of December 17th says "We have examined the two bills which you have submitted to us and also the bill enabling the consolidation." Were there more than two bills?

A. There were only two bills, which are the two bills in evidence.

Q. Which you have described?

A. As I have described. Not three bills as that statement might indicate.

Q. Tell us whether the settlement act was changed in any respects by the Legislature from the draft included in Exhibit A-37?

A. There was one very slight change by the Legislature. My recollection is they added, that after the City used up its free power and started to buying power from the company, which was provided for in this bill, an addition was made that the rate to the City should be on a basis of six hundred horse power consumer instead of a new [fol. 901] consumer. The city is entitled to six hundred horse power under this bill. Some gentlemen wanted that in this bill when the City used its free power. There might have been a comma added, but that is the only amendment I recall. There is one typographical error in the bill as printed—it uses the word "divert" instead of "divest."

Q. Did the City Engineer go to see you about tearing up the street car track across Wheat Street?

A. He did.

Q. Who was he?

A. Mr. Marvin Porter.

Q. What did he tell you?

A. He told me the City wanted to pave Wheat Street and take up the street railway track along King Street—through the intersection of King and Wheat. I told him I couldn't give him permission, and the Company couldn't, because the Company did not own Shandon Annex Line.

Mr. Belser: I object to that. I think it is a self-serving declaration.

Q. There has been a good deal said about your admission in the Leitner Case?

A. Yes.

Q. Is there anything you wish to say by way of explanation of that admission?

A. Of course that admission was made for the purpose of that particular case and under these circumstances—the jury had been drawn and this question came up as raised by the pleadings of the liability of Broad River Power Company for the injury to Mr. Leitner, who was injured by a street car. I realized it would prejudice me in the trial of the case if, in the presence of the jury, we had to go through practically what we have gone through [fol. 902] in the trial of this case to establish or refute the liability of Broad River Power Company. I did not want that to happen as a trial proposition. In addition to that—there is a statute, I think 4924, which effected that case, and which provides generally that any person injured in his person or property by a street railway corporation or a railroad corporation and subsequently obtains a judgment, that the judgment shall relate back to the date when the cause of action arose and shall be a lien as of that date upon the income and property and franchises of the corporation, provided the action is brought within the twelve months from the date of the injury. Mr. Leitner's injury was alleged to have occurred and proved to have occurred on December 20th, 1924, and in that case, if he recovered a judgment, then under that statute it would have been a lien against the Gas and Electric properties of Broad River Power Company which had been transferred subsequent to the injury by Columbia Railway, Gas and Electric Company to Broad River Power Company. Those two considerations were the reasons why I made the admission

which has been introduced in evidence in this case during the trial of the Leitner case.

Q. Do you recall a letter, which if this copy be correct, is dated June 25th, 1925, you wrote to Honorable W. B. Blackwell, Secretary of State, which bears page 48 of Mr. Belser's abstract?

A. Yes, sir; I wrote the letter of which this appears to be a correct copy.

Q. Some mention has been made of that letter in this case. If you care to submit any explanation of sending same, I would like to have you do so.

A. That letter was written a few days, or maybe the same day I received from New York the executed deeds of several companies conveying their property to Columbia [fol. 903] Railway, Gas and Electric Company and the deed from Columbia Railway, Gas and Electric Company covering those properties, and also its own property, except the railway department, to Broad River Power Company under this enabling act. There was a provision, section four of that act provides this act shall take effect upon payment to the proper officer of amount of fees which shall be equal to the dissolution fees of the merged corporations, the charter fees of new corporations if the merged corporations were dissolved by the Secretary of State, and the new company chartered by the Secretary of State. Since those deeds to Columbia Railway, Gas and Electric Company and the deed from Columbia Railway, Gas and Electric Company to Broad River Power Company did not constitute mergers, I was a little uncertain as to whether the companies under this act would be liable for any fees at all, and I went to the Secretary of State, and he referred me to the Attorney General. As a matter of fact, several of these companies which conveyed their physical properties to Columbia Railway, Gas and Electric Company, their stocks were already owned by Columbia Railway, Gas and Electric Company. As to them there was, practically speaking, a merger between them and Columbia Railway, Gas and Electric Company. On the advice of the Attorney General I paid the Secretary of State the dissolution fees of the five companies conveying their properties to Columbia Railway, Gas and Electric Company and a fee of $5.00 for the Columbia Railway, Gas and Elec-

tric Company, which received these conveyances. I did not want there to be any doubt about the act taking effect.

Q. Did you give very serious consideration to whether your client should part with the $30.00?

A. Not very serious.

[fol. 904] Q. Was the section four in this act originally as drawn and introduced?

A. No, sir; the act as finally drawn by us and agreed to by the Canal Commission was introduced in the Legislature by Mr. Sawyer, a member of the Canal Commission, and this section four was an amendment to the Act.

Cross-examination.

By Mr. Belser:

Q. Was it the intention of your principals in this transaction about the merger act to place the property of the Columbia Railway, Gas and Electric Company, which was formerly known as the Electric Light and Gas Company, beyond the reach of the creditors of Columbia Railway, Gas and Electric Company?

A. I never heard any such suggestion during any negotiation or conference.

Q. Then was it the intention——

A. (Interrupting.) As a matter of fact, I think all creditors have been taken care of.

Q. It is your construction of the act, and it was your intention that whoever had a bona fide claim against the Columbia Railway, Gas and Electric Company should have a claim against Broad River Power Company, under that Act?

Mr. Lyles: We haven't offered any evidence on that——

The Court: I don't think his opinion on the stand has any value. I am not reflecting on any argument he may make.

Q. In the original case, you did state that the intention of the new company, as I understand it, by the sale of the property, people who have bona fide claims against the Railway Company should not be shut out?

A. I was probably trying to keep Mr. Tompkins off Section 4924, which would have made them liable anyhow.

[fol. 905] Q. Who wrote the letter of December 17th; did you draft it, or did somebody else draft it?

A. I think I drafted it myself.

Q. You asked those folks to sign it?

A. I did, and I put it carefully away in the safe, because I thought somebody would deny it some day.

Q. I notice you say "the two bills which you have submitted to us for the purpose of settling the contraversy between the Canal Commission and yourself"—you say there is only one bill for that purpose.

A. That "also" should probably come out as a matter of grammar.

Q. "Also the bill allowing the consolidation of the properties owned by you," and you say there is one bill for settling the contraversy and one bill enabling the settlement of the contraversy?

A. There are only two bills—one bill contained a contract with the Columbia Railway, Gas and Electric Company and the State of South Carolina with relation to free power. That same bill contained a provision to stop the suit between the City and Columbia Railway, Gas and Electric Company about the canal. Practically, that is all it was.

Q. Did you say this Exhibit A-7 was one of those two bills referred to in this letter of December 17th?

A. No, sir.

Q. What did you say about that bill?

A. I don't think I have referred to Exhibit A-7, but I will if you want me to. Exhibit A-7 is the original bill which was presented to the Canal Commission, either at its first or second meeting—there in July. Two bills, that bill and the enabling act, transmitting the general proposal of General Finance Corporation. That bill was gone over [fol. 906] and several drafts made at different times to meet the wishes of the Canal Commission. The draft referred to in the letter of December 17th is the final draft which I prepared.

Q. Did you prepare the title for that bill—the title for the final bill which I will call the Settling Act, settling the Canal contraversy—the bil which you referred to in this letter as settling the contraversy?

A. I think that was prepared by the gentleman who introduced it, or the Engrossing Department.

Q. As I understand it, there were from time to time amendments and changes in these proposed bills, is that right?

A. There was never any change made by the Canal Commission or suggestion by the Canal Commission in the Enabling or Merger Bill, but this other bill which included the contract as to free power, that was where the difference between the Canal Commission and the Columbia Railway, Gas and Electric Company arose, and that was discussed and argued and added to and taken from a number of times. Every time we would consent to something, the Canal Commission would want something else.

Q. From time to time you did have discussions with them about these things?

A. We had a number of meetings.

Q. This letter which you have here—Mr. Barnett was not a member of the Legislature at that time, was he?

A. At which time?

Q. At the time this agreement was reached and this letter was signed?

A. I think he was. He didn't run for election that summer, and did not sit in the succeeding session of the General Assembly—neither he nor Mr. Timmerman, but as far as I know, he continued to be a member of the Legislature until he was succeeded by his successor.

[fol. 907] Q. Was there ever any suggestion on your part that both these bills be put into one?

A. Not both bills be put into one.

Q. What was it that was requested be put into one?

A. I suppose you are referring to the final draft which I prepared of what you call the Canal Settlement Bill. When I drew that finally I put a whereas clause—whereas, as a part of the Canal Settlement the Canal Commission had agreed to recommend and the Legislature had passed an act entitled, followed that with the title of what you call the merger act, and then I had the next "whereas" clause in it as appears when passed. There never was any suggestion of including both bills in one bill. My bill did refer to the enabling act by title.

Q. You prepared this final bill in the form it was enacted and occurs in this issue of the Acts of 1925?

A. Yes, sir; I prepared this.

Q. You watched its passage through the Legislature to the extent you observed any amendments or what not?

A. Yes, sir.

Q. In your statement down before the Railroad Commission you referred to the fact at page 65 you said it was at their suggestion, instead of embodying both bills in one act, you made the merger act and the settlement act separate bills? What did you mean by that?

A. If I made that statement I was wrong about it. There was no suggestion to make that one bill. The Canal Commission suggested that my draft be changed by taking out this reference and title of the Enabling Act, and you will see in the bill initialed by Mr. Butler that that was done.

Q. What is that you say was done?

A. I will show you (witness does so).

[fol. 908] Bill marked for identification Exhibit No. 40.

Q. This is what?

A. This was my final draft of what you call the Canal Settlement Act.

Q. The Canal Commission or the members of it suggested that you leave out this portion which refers to what I call the merger act?

A. Yes, sir; they said they thought it might jeopardize the passage of both acts. Some people might be opposed to the enabling act who would vote for the other, and the reverse.

Q. This was the bill as you prepared it?

A. Yes, sir.

Bill above referred to introduced in evidence and marked Exhibit A-40.

Q. This second whereas clause you are talking about, which does refer to the bill to authorize this company to sell and transfer and so forth—that is what the Commission you say suggested you leave out?

A. Yes, sir.

Q. When you speak of the Commission, who do you refer to? Have you any resolutions or minutes or anything to support the general statement that it was the Commission who did these things?

A. We met with them, and they all talked and we talked to them. They would go in executive session and come out and say we agreed to this and we disagreed about this. They kept no minutes.

Q. This Exhibit A-40—this was the bill you prepared and attached to your letter of December 17th?

A. No, sir; I attached it to a letter prior to December 17th.

Q. That is what they said they didn't want in there?

A. They advised me to take it out because it might [fol. 909] jeopardize the passage of the bills.

Q. They wouldn't be willing to have anything to do with it in this form?

A. They were anxious to get the two bills passed, and they did not want anything to interfere with their passage.

Q. In any event this was the way you proposed it for the Commission?

A. For the third time, Yes.

Q. At what time had you proposed it in this form, do you recall?

A. Most of the meetings with the Canal Commission were held in the summer beginning July 1924. The agreement as embodied in that bill, I have forgotten just when it was arrived at, but sometime in the early fall of 1924 and after that I prepared that bill as representing the agreement and mailed it to Mr. Butler ab-ut the 8th of December, and he promptly called a meeting of the Canal Commission at which the two bills were gone over and the bill he has initialed and has been introduced in evidence was substituted for that draft of that bill.

Q. I suppose you have seen the report of the Canal Commission made to the General Assembly?

A. I have, but not recently.

Q. You know they did not make any reference to or recommendation about, the Merger Act?

A. I do.

Q. That report was made previous to the time when the merger act was passed, or what I call the Canal Settlement Act was passed?

A. I think it was made about the introduction of those bills.

Q. It was made before their passage?

A. I think so. I am not quite sure about the date.

Q. Look at it and see?

[fol. 910] A. Yes, sir; it was before.

Q. At the time the merger act was passed the official repo-t of the Canal Commission had been made to the General Assembly and the merger act had not been passed?

A. The three members of the Senate introduced the current resolution to permit the introduction of the Merger Act and the Merger Act was actually introduced by Mr. Sawyer.

Q. The point is the Canal Commission did not officially recommend it in its report to the General Assembly?

A. It did not.

Q. You never had any kind of resclution or anything in writing, any minutes of the Canal Commission given to you saying they would recommend this thing as a part of the settlement of the Canal Controversy?

A. Except the letter of December 17th and their statements to us.

Q. You sent this letter off to Mr. Padgett and Mr. Sawyer?

A. They were not present, as I understand it. I am a little vague as to whether I sent the letters to them or whether Mr. Butler sent them to Mr. Padgett and Mr. Sawyer. It is possible I gave them to Mr. Butler and asked him to have them signed.

Q. You say you have been attorney for the Broad River Power Company ever since they have been down here?

A. I think so. I think I got the charter for the Broad River Power Company.

Q. Have you made any effort to secure a franchise rights for the Broad River Power Company in the City of Columbia or the adjacent municipalities in which they render gas and electric service?

A. Not in the City of Columbia. I know the Town of Eau Claire, and I think they have negotiated with New Brook-

[fol. 911] land and Cayce maybe.

Q. Have you had any votes of the electors?

A. I am not positive about Arden. The Town of Eau Claire passed an ordinance permitting, in so far as they

had authority, the Broad River Power Company to lay gas mains in the streets of Eau Claire.

Q. You are no doubt familiar with the statute to require the laying of gas mains and light poles to be submitted to the electors?

A. I am not familiar with such statute.

Q. The constitutional requirements to have gas and light, you haven't undertake- to have those things done for the Broad River Power Company?

A. A lots of them, but not in the City of Columbia, for the Broad River Power Company.

Q. You have just been acting for Broad River Power Company on the rights that you assume to have gotten from Columbia Railway, Gas and Electric Company under the merger act and the deed?

A. They have just been operating, Mr. Belser. I am satisfied that they have got those rights under the transfer and under the merger act, as you call it.

Redirect examination:

Q. Have you made any application for Broad River Power Company for franchises or permission to do anything at all for the City of Columbia?

A. Not a thing, no, sir.

Q. With reference to the Towns of Arden and Eau Claire, have you made any application on behalf of the Broad River Power Company for permission for a franchise to do anything there?

A. I believe that the Broad River Power Company did make application to the Town of Eau Claire for an electric [fol. 912] light franchise, and I know that the Town of Eau Claire has passed an ordinance allowing Broad River Power Company to use the streets for the laying of gas extensions which is now contemplated. As to Arden, I don't know, what the franchises are—there are so many towns around this section.

Q. What did it cover?

A. Electric light and power.

Q. Has it applied to any town with reference to electric railway service?

A. No, sir.

Q. Has the Broad River Power Company ever applied to any town, city, municipality, governmental subdivision of

any character for any franchise relating to the operation of street cars?

A. No, sir; the only franchises they have asked for have been electric light franchises in certain towns at a distance from Columbia and gas franchise in the Town of Eau Claire. I am advised that the Broad River Power Company did get an electric light and gas franchise from the Town of Eau Claire.

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Mr. Lyles: We would like to have considered in evidence the Canal Settlement contract as signed. I don't know that we have the original of it.

Mr. Belser: That is agreeable to us.

Mr. Lyles: I suggest we make the agreement that the contract was signed by both parties.

It is agreed that the Canal Settlement contract, as embodied in the Statutes of 1925, was actually signed by both parties. The agreement as signed was dated April 2nd, 1925, and the same was signed by the State of South Carolina by Thomas G. McLeod, Governor, and Columbia Rail-[fol. 913] way, Gas and Electric Company by W. S. Barstow, President, and the signature of Mr. Barstow was probated as of April 6th, 1925, and the signature of Governor Thomas G. McLeod was probated as of April 8th, 1925. The contract was duly recorded in Richland County.

Mr. Lyles: Just in an effort to try to limit this record somewhat, I would like to ask if counsel will agree that the portion of the case for appeal in the Leitner case that was printed in the Circuit Court of Appeals be considered as the portion introduced in evidence.

Mr. Belser: That is agreeable to us.

Mr. Lyles: When we argued this case before Your Honor before, the other side referred to such ordinances of the Town of Columbia and Town of Shandon as contained in this book as they desired, and we would like to have the ordinances so referred to considered the ones in evidence, not, of course, excluding the other exhibits that counsel put in in the way of writing.

Mr. Belser: We do not want to agree to a whole lot of things in the Town of Shandon ordinance. I only put in one

or two ordinances and that is all I want to agree to as being put in. So far as the city ordinances of Columbia are concerned, we are perfectly willing for any ordinance in the bound volumes to be referred to by either party.

The Court: As I understand it, you introduced the printed book containing the ordinances of the City of Columbia.

Mr. LePine: We are trying to fix it so the whole book won't be considered as an exhibit in the case—all these irrelevant ordinances and resolutions that have nothing to do with this case be thrown out of the record.

Mr. Lyles: So far as we know, that is all that we have.

Respondents close.

[fol. 914] REPLY

AM. LUMPKIN sworn.

Direct examination.

By Mr. Nelson:

Q. Mr. Lumpkin, you are an attorney of Columbia?

A. Yes, sir.

Q. What is your connection with the Columbia Bus Company?

A. Counsel for it. It was Carolina Transit Company. Counsel for it from its organization until it went out of business.

Q. When was it organized?

A. I can't give you the exact date, but sometime in the latter part of 1925.

Q. Who was the manager of that company?

A. Mr. Chester Hawkins was brought here to manage the Company from Richmond. He had been Assistant Manager of the Transit Company there.

Q. At the time you started operations, had the street car service ceased in the City of Columbia?

A. No, sir. Shall I go ahead and give you the facts about that?

Q. Yes, sir.

A. In 1925, sometime in May of that year, discussion had taken place, I think probably before the Railroad Commission, and certainly it was common knowledge that the Street

Car Company was considering closing there operations here in town. The middle or first part of November of that year a public announcement was made in the papers that they would cease on the first day of December. I think that is about the time that the Carolina Transit Company was actually organized—somewhere certainly right around the month of November. We had been making plans, or these other folks had, in our office, under our counsel and [fol. 915] advice, making plans to organize a Bus Company to try and take care of the transportation system here in Columbia. When this announcement was made, we immediately had conferences with the officials of the Street Railway Company—I assume that is what you would call it. I know we had a talk with Mr. Peterman probably twice, then had a conference with Mr. Elliott—Mr. McLain was not present, but Mr. Elliott was there. We brought the matter to a point then where we had to make a purchase of busses or stop. We had the final conference, I would say in Mr. Elliott's office. I know Mr. Hawkins was present, I was present, and my brother was present, and we wanted to have definite information whether the company was going to cease or not.

Q. That was when?

A. About the middle of November.

Q. What did they say?

A. They said it was to stop, and on that we then ordered One Hundred Sixty Thousand ($160,000.00) Dollars worth of busses and paid a right good piece of money over to the White Company as a down payment.

Q. It has been testified that the salary of Chester Hawkins was paid by the Columbia Railway, Gas and Electric Company?

A. A salary of $500.00 was paid to him.

Q. By whom?

A. The Spartanburg Company. That is, whoever operates the Spartanburg Street Railway and bus line.

Q. Do you know whether it was operated by the Barstow interests?

A. My understanding is it was.

Q. That salary was for what?

A. He was to give some supervision to the Spartanburg outfit.

[fol. 916] Q. Was he paid any additional salary by the Broad River Power Company or by the Columbia Transit Company for his work in Columbia, or was the $500.00 all he got?

A. In addition to that, Mr. Hawkins, from the best figures I was able to get, and he made the statement before City Council, and then I think it was——

Mr. Lyles (interrupting): We object to the witness stating anything except what he knows of his own knowledge.

The Court: Yes, sir.

Q. Did the Carolina Transit Company pay Mr. Hawkins any salary other than the $500.00?

A. He occasionally drawed a small bit of money. That $500.00 went into the Treasury of the Carolina Transit Company then he drew back about $50.00 a week that he lived on.

Q. The $500.00 paid him went into the Treasury of the Carolina Transit Company?

A. Yes, sir.

Q. Then he drew back about $50.00 a week?

A. Yes, sir.

Q. About what portion of his time was spent in the direction of the Carolina Transit Company?

A. Certainly five and a half days of the week. He used to leave here pretty regularly on Thursday afternoon and then came back Friday night. A day and a half each week he would go up there to the Spartanburg operation.

Q. Was the Carolina Transit Company successful in its operations?

A. No, sir.

Q. It run short of funds?

A. It run short very quickly after they began operating. They did not have enough capital to go forward on when they started the investment in shop equipment and everything that is necessary for an operation of that kind, be-

[fol. 917] cause the income was not there.

Q. Did the Carolina Transit Company call on Broad River Power Company to help finance them?

A. On a number of occasions.

Q. How much money did the Broad River Power Company supply?

A. The Treasurer of the Carolina Transit Company received approximately, including that salary, Nineteen Thousand ($19,000.00) Dollars.

Q. Including that salary?

A. That is that I have any knowledge of.

Q. Do you mean that includes the salary, or in addition?

A. I would say that included the salary.

Q. That is all you have any knowledge of?

A. Yes.

Q. That Nineteen Thousand ($19,000.00) Dollars was more than the salary of Mr. Hawkins, of course?

A. Yes.

Q. Was that paid in a lump sum or from time to time?

A. It usually covered payrolls. Mr. Hawkins would bring it up to the office, because I personally made some right large advancements to the Company myself, and I had to watch and see where the money was going.

Mr. Lyles: It is impossible for me to see how Mr. Lumpkin knew where the money came from. I don't see how it is possible for him to know where it came from, unless Mr. Hawkins told him. I move to strike out the witness' evidence, because it is apparent it is hearsay.

Q. Were you in conference from time to time with the Broad River Power Company about it?

A. Yes, a number of times.

Q. You knew the situation that was going on?

[fol. 918] A. Yes, sir.

Q. Mr. Hawkins, you stated, would go for the money?

A. Under the objection made, I suppose I ought not to answer that question. I do know that, that on one or two occasions I was present at a conference with Mr. Peterman and Mr. Hawkins, and shortly thereafter Mr. Hawkins would bring in the necessary money to my office.

Q. The conference were looking to getting the money from Broad River Power Company?

A. Yes, sir.

Q. Very shortly Mr. Hawkins would bring up the money?

A. Yes, sir.

Q. Mr. Peterman would agree to make these advances?

A. He would say he would go try to arrange it.

Q. Later Mr. Hawkins would bring the money up?

A. Yes, sir.

Q. Mr. Peterman was connected with the Broad River Power Company?

A. Yes, sir; that is my understanding that he was an officer of the Company—Vice President of it.

Q. His office was in the Arcade Building?

A. Yes, sir; in the office of the Broad River Power Company.

Cross-examination.

By Mr. McLain:

Q. Do you know how that money was raised? You said Mr. Peterman would say he would try to arrange it, and shortly it would appear?

A. I have no idea how it was raised.

Q. You don't know Broad River Power Company raised it?

A. I couldn't say it of my own knowledge.

Q. Or that Carolina Transit Company raised it?

A. No, sir; I couldn't say that.

[fol. 919] Q. Or Spartanburg Buss Company?

A. No, sir.

Q. You understood Spartanburg Bus Company paid Mr. Hawkins a salary?

A. $500.00. They started off at $200.00, and the needs increased, and they agreed to increase it to $500.00 to help out operations here.

Q. Mr. Hawkins was supposed to be an expert on bus service?

A. Yes, sir.

Q. He had a man in Spartanburg representing him the days that he was not in Spartanburg?

A. A man by the name of Enig.

Q. Who were the stockholders of Carolina Transit Company?

A. Major Blalock, of Goldville was the largest stockholder, and Mr. Hawkins. I had some stock, but most of my money was put up as a loan to them, and I never did even get a chance to look at it again. Mr. G. C. Ritchie was Trustee for the Palmetto Petroleum Company.

Q. Broad River Power Company did not own any stock?

A. No, sir.

Q. Did anybody connected with the Broad River Power Company have any stock in Carolina Transit Company?

A. None that I know of, and I would have known it.

Q. Did anybody connected with any of the so-called Barstow interests have any stock in Carolina Transit Company?

A. Not a dollar.

Q. You say the busses couldn't make a living here?

A. They had to get out of business. They tried for a long time to make a go, but they couldn't compete with the street cars and jitneys.

Q. The street cars got out of business on March 11th?

A. They stayed in a year and a half after they promised to get out.

[fol. 920] Q. You were fixing to sue Broad River Power Company?

A. I think in your opinion you didn't think we had a just claim, and I thought we would leave it to the jury to see whether we have.

Redirect examination:

Q. Did the Spartanburg Company have any stock in the Carolina Transit Company?

A. No, sir; none at all.

Q. Those are the only stockholders, the ones you named?

A. The ones I named awhile ago. I was trying to recall whether Mr. Courtney had any stock in it. I think maybe you will find he had a little stock, but very little.

Q. You spoke of Mr. Enig being in Spartanburg when Hawkins was in Columbia with the Carolina Transit Company—Carolina Transit Company didn't pay him?

A. No, we had nothing to do with that.

Q. If he was paid it was in excess of the $500.00?

A. Yes.

Q. I believe you stated Mr. Peterman said he would try to get it up?

A. Mr. Peterman said he would try to arrange it.

Q. Mr. Peterman came here in connection with the Broad River Power Company?

A. That is my understanding. He has told me himself he was Vice President of the company, and I have discussed matters with him as such.

Q. You don't know how he arranged to get up the money?

A. I don't know how he arranged it.

Q. Do you know any other connection he had than Broad River Power Company?

A. None at all.

[fol. 921] Q. Weren't you at one time an officer of Carolina Transit Company?

A. When the White Company came here and tried to reorganize the old transportation plant in Columbia they asked me to serve as Secretary, and I did so during that period of time.

Q. Did the Broad River Power Company or Mr. Peterman, acting for them, make any request, or advise you that they would make a request of the White Motor Company to extend credit for the busses to you?

A. I wouldn't say extend credit, because the credit had already been extended, but they did say they would make overtures to the White Company to be lenient in the credit already extended.

Q. Do you know who owned the Spartanburg Bus Company?

A. I couldn't say that from my knowledge.

Recross-examination.

By Mr. McLain:

Q. Mr. Peterman was the officer of several companies, wasn't he an officer of the Columbia Railway, Gas and Electric Company?

A. I couldn't tell you about that. I know he was in the office in the Arcade Building at the headquarters of Broad River Power Company and Columbia Railway, Gas and Electric Co.

Q. Do you know he was also Vice President of South Carolina Gas and Electric Company?

A. No, I don't know that. I probably should have known of that, because of his conferences with us, because he talked with us about bus service there. I recall him stating that "we had some operations in North Carolina."

Redirect examination:

Q. You made no overtures to the North Carolina Companies to help you out with the Bus Company?

[fol. 922] A. Not at all.

Recross-examination:

Q. Were any overtures made to the Bus Company in the first place to come to Columbia by the Broad River Power Company or Columbia Railway, Gas and Electric Company?

A. You mean way back prior——

Q. This company was organized for the purpose of trying to take over the transportation service that the street cars served. There was no organization up to that time. There were no overtures by the Broad River Power Company or Street Railway people inviting the busses to come in?

A. Not until after the latter part of February, 1926. I have been discussing 1925. The busses actually started operating the first of January, 1926. In about sixty days we could see there could be no operation in the face of the street cars and jitneys. We begged them to stop the street cars, because we thought we were entitled to have that done. They said "no, keep on, we are going to stop shortly." That shortly ran on and on to 1927, and you know the story.

Q. You know also in June, 1926, all street cars were stopped, except three lines in the northern part?

A. Those were the routes we wanted them to stop on. Our only hope to make a profit was to operate the roads to Eau Claire, Ridgewood and Colonial Heights. They wouldn't carry out their promise to us, Mr. McLain.

Q. I will ask you if, as a matter of fact, all other street cars didn't stop in June, 1926, except the three referred to?

A. I don't know that of my own knowledge. I will say that from what they stated to me, all lines were cut off, except the profitable lines, or the ones where they were doing a little business on at that time, and those were the ones we wanted.

[fol. 923] Redirect examination:

Q. Did you bring Mr. Hawkins here, or did he come to see you after arriving here?

A. Mr. Hawkins came here to operate an interurban Bus Company. In May, 1925, I think is the date, he formulated a plan to enlarge that Bus Company into a City Transit Company.

W. D. BARNETT sworn.

Direct examination.

By Mr. Belser:

Q. Mr. Barnett, you are a practicing attorney in the City of Columbia?

A. Yes, sir.

Q. Been practicing law for about how many years?

A. Since June, 1913.

Q. You have also served as a member of South Carolina Legislature?

A. Yes, sir; 1921, 1922, 1923 and 1924.

Q. You were appointed a member of the Canal Commission, as shown by the record?

A. Yes, sir; I was appointed a member of the Canal Commission in 1924, I believe, by Act of the General Assembly of 1924, I think it was—1923 or 1924.

Q. You were the Secretary?

A. Yes, sir.

Q. They held most of their meetings or many meetin-s in your office?

A. The majority were held in my office. All were held in Columbia and most of them in my office.

Q. Did you have conferences with various parties with a view to settling the Canal Litigation?

A. Yes, sir.

Q. Later on you had a conference with representatives of [fol. 924] the Barstow interests?

A. Yes, sir.

Q. When did you first begin conferences with them?

A. It was in 1924.

Q. What is that you have in your hand?

A. This is a copy of the report we made to the General Assembly in 1925. It is found printed in the Journal of the House and Senate. We made, as I recall, three reports of our actions on the Canal Commission—two made in 1924, and one in 1925. They are all printed in the Journal of the House and Senate.

Q. You started to tell us when you first conferred with the Barstow interests?

A. From this report, it seems to be on July 22nd, 1924.

Q. It is stated there that these representatives of the Barstow Company of New York purchased the Columbia Railway, Gas and Electric Company and Parr Shoals Power Company and other property and would take charge about September, 1924, is that correct?

A. Yes, sir.

Q. Did you finally sign this report which was presented to the Legislature?

A. Yes, sir.

Q. I hand you this Senate Journal of 1925, at page 111, and will ask you to glance over it and see if it is a correct copy of the report which you made?

A. I am satisfied that is correct as printed here. I think I checked it over right after it was printed to see if it was correct.

Q. Did you keep any regular, any official minutes of your meetings or actions?

A. I kept memorandums only. I don't think they were [fol. 925] ever written up and approved by the members.

Q. Can you state whether or not that report as there recorded embraces the whole official action of the Canal Commission?

A. Yes, sir.

Q. Did you recommend in that report everything which the Canal Commission recommended?

A. Yes, sir; this report to the General Assembly was our full report of our conduct as members of the Commission.

Q. Did the Canal Commission recommend there their action in reference to the matters with which it was charged that they had agreed to recommend with these Barstow representatives?

A. That is my view of it.

Q. There has been quite a lot of discussion of what we know as the merger act, and a good many exhibits have been offered in evidence here, and I want to call your attention to them along with the letter and the two copies of the so-called merger act. I will ask you this first. There were various proposals and discussions from time to time with the Barstow representatives—they wanted the Canal Commission to act on a settlement?

A. Yes, sir,; We considered this settlement—had a number of meetings here and considered it. One of them, as I look at my memorandums, was May 2nd, June 3rd, 4th,

July 17th, July 22nd, 23rd and 30th, and December 16th and 17th.

Mr. Belser: We are going in this matter without in any way waiving our position that all the negotiations leading up to the final contract are irrelevant, but in response to testimony offered by other side, we want to offer evidence as to this witness's memorandum, and recollection about the negotiations.

The Court: All right, sir.

[fol. 926] Q. Look at Exhibit A-40, and you will notice the second whereas clause—it says "Whereas, this bill to authorize the sale and purchase," and so forth, "has been recommended." I believe Mr. McLain testified to the effect generally that the Canal Commission requested that that clause be left out. State what your attitude and the attitude of the Commission was as to whether or not you had anything to do with this so-called merger act?

A. My own view of it was, and the matter was discussed among the members of the Canal Commission on the first proposal as I recall, which was the merger act and the settlement of the Canal matter—my own view was that we only had authority under the act to settle the Canal matter, consequently we had no authority to act as a commission on the merger act. The result of that was that the two were separated. There were two acts drawn instead of one. They were put in two acts—one was the one we had authority to act on, and the other we had nothing to do with as members of the Canal Commission. What effort we took on the other was an effort to assist them in accomplishing the purpose they wanted to accomplish. The Broad River Power Company people were interested in the merger act, and we were not interested in the merger act—they were interested in one thing, and we were interested in another. We were interested in the settlement and not interested in the merger act.

It is my recollection that our settlement with the Canal Commission was not based upon, or dependent upon, the passage of the merger act.

Q. Was that position stated to the representatives of the Barstow interests?

A. My recollection is that it was.

Q. With reference to that paragraph of the proposed [fol. 927] bill, which they gave to you, or proposed that you recommend and embody in your report—compare the Act as embodied in the Statutes of 1925, at page 852, and see if you don't find that clause referring to the merger act eliminated?

A. Yes, sir; it seems to be. The second whereas clause is not in the act.

Q. You are referring to Exhibit A-40?

A. Yes, sir.

Q. The second whereas clause has been eliminated from the act as finally adopted by the Legislature?

A. Yes, sir.

Q. Eliminated by the Canal Commission in its report?

A. That is my recollection of it is that we separated it for the reason that I have just stated.

Q. Mr. McLain testified this letter dated December 17th, that he drafted it himself—Exhibit A-37. You notice it says that we have examined the two bills which you have submitted to us for settling the contraversy between you and ourselves, and ending the litigation in connection therewith, and also the bill, etc. Have you any recollection whether or not there were two bills altogether or three bills?

A. There was two bills. One the settlement of the Canal matter, and the other the merger act, which you referred to. Those were the only two bills that I know of.

Q. Did you note very carefully the terminology of that letter?

A. That is my signature. I wrote my name, and I am satisfied that is Mr. Butler's and Mr. Timmerman's signature. I have no recollection of the letter, and without showing it to me, I would say I had never seen it. I think that is the two acts that it refers to.

Q. Did Mr. McLain give you a copy of the letter for your files?

A. I hav-n't looked to see if there is one in there, I hav-n't [fol. 928] examined the file since it was closed.

Q. Are there any minutes of the meetings of the Canal Commission that refer to the question of whether or not the Canal Commission, as a Commission, was going on rec-

ord as approving that act or not, other than the final report of the Commission?

A. My recollection of it is, and it has been nearly four years now, and I don't want to be too sure of my recollection—my recollection is that the purchasers of the Columbia Railway, Gas and Electric Company wanted the merger act, as stated to us, for financial reasons. They wanted it in order to enable them to carry out their purposes here financially, and that was their reason, as stated to us, for wanting the merger act, and of course the other was the settlement of the Canal matter. I think the members of the Canal Commission, while they took the view they had no authority under the act to take any action with reference to the merger act, I think were willing to assist the Barstow Company in getting their financial matters straight as a matter of assistance or accommodation to the purchasers of the company—that is the Barstow interests.

Q. Did you ask them the question, or did they give you any information as to whether the purpose of the act was to discontinue the street railway service in Columbia?

A. My recollection now is we discussed, or at least I discussed, with some member of the Commission as to what the real object and purpose of the merger act was. Someone asked if the purpose was not to eventually stop the street cars. They stated the object was to enable them to finance the operations here and not to stop the street cars —that is my recollection of it. I want to say too, that some member of the Canal Commission made the statement at the time we discussed it—I asked it because I lived here—[fol. 929] some member of the Canal Commission stated—"We have nothing to do with that phase of it. That wasn't the duties of the Canal Commission."

Cross-examination.

By Mr. Lyles:

Q. You let Mr. McLain have some of your file to bring down here?

A. Yes sir.

Q. Referring to Exhibit A-6, refresh your mind as to that? Isn't that the original proposal the Finance Corporation submitted?

A. Yes, sir; that is the correct date, and we received a letter. I think this is possibly a copy of it sent to me. The original was sent to Mr. Butler, who was chairman of the Commission.

Q. Do you remember Mr. Ting being at the first meeting?

A. Yes, sir.

Q. Do you remember the interlineations reported by Mr. Ting's initials?

A. I couldn't tell you. We interlined considerably. You understand a proposed bill was submitted to us, and we would take it and make changes, and Mr. Elliott and Mr. McLain and others would make changes and write them over, and then we would start to changing them again.

Q. They didn't submit your report to the Legislature to any representatives of the Barstow interests?

A. So far as I know they never saw it until it was printed. I don't think I finished it until—I wrote it myself—I think I finished it after the Legislature met here and the members came to my office and read it over and signed it. I don't think anyone except the members of the Commission saw it.

[fol. 930] Redirect examination:

Q. You were not a member of the Legislature in 1925?

A. No, sir; I was not a member in 1925.

Mr. Belser: We want to call attention to the two acts creating the Canal Commission, or at least the Act of 1923 and the Act of 1924 continuing the Canal Commission.

Mr. LePine: There have been various references to many acts of the Legislature.

The Court: I will take judicial notice of those.

Col. J. Monroe Johnson sworn.

Direct examination.

By Mr. Belser:

Q. Colonel, you have been an active prac-tioner in the engineering field for some years?

A. Twenty-nine years.

Q. You graduated from the University of South Carolina?

A. No, attended the University of South Carolina and Furman University.

Q. You have been practicing engineering since that? Your firm is known as Johnson & Roberts?

A. Yes.

Q. Headquarters at Marion?

A. Yes.

Q. What is the nature of your engineering experience?

A. General practice.

Q. Building roads, bridges, railroads and street paving?

A. Municipal improvements, drainage and bridges.

Q. You also, I believe were in charge of the Johnson Engineers?

A. 117 Engineers.

Q. You were in France with that organization?

A. Yes.

[fol. 931] Q. Finally were made a Colonel over there in charge of a regiment of engineers?

A. Yes.

Q. For how long?

A. Eighteen months.

Q. You have been—have you been coming to the City of Columbia during the last ten years?

A. Ten or fifteen times a year.

Q. Did you observe the street railway system here in the City—the tracks and so forth?

A. Casually.

Q. Have you had any experience with paving or railroad building comparable to what the street railway system in Columbia is?

A. Yes.

Q. Have you had occasion during the last few days to make an inspection of the tracks of the street railway system situated in Columbia?

A. Yes.

Q. Made an estimate of what it would cost to put it in reasonably good operating condition—the tracks?

A. Yes.

Q. About what did you estimate it would cost to put in in reasonably good operating condition—the tracks?

A. Eleven Thousand Seven Hundred ($11,700.00) Dollars worth of ties, and Nine Thousand Two Hundred ($9,200.00) worth of pavement.

Q. A total of how much?

A. Twenty Thousand Nine Hundred ($20,900.00) Dollars.

Q. If that much money were economically expended on that track, what condition would it be in as compared with the condition which it has generally been in the last five or six years?

[fol. 932] A. In about the same repair as the street railways usually stay in in Columbia.

Q. If One Hundred Thousand ($100,000.00) Dollars was spent on the tracks of this system in Columbia, what condition would it be in as compared with the condition since you have known it?

A. It would be in better condition than I have ever seen it. It is reasonably good now for the operation of street cars, except where it is disconnected and covered with gravel on certain streets. I went over a majority of the tracks, and where it is not occupying streets, I made tie counts, and apparently there is defective about two per cent of the ties. The ties are creosoted ties with some new —year, or two or three year old ties, untreated in places. I saw no tie whatsoever that could not be operated over with safety now. I saw no tie that would necessarily be taken out, unless it were a railroad operated by a company that was punctiliously careful in that respect.

Q. Did you observe the bridges on the system you saw?

A. I saw the steel bridges referred to a day or two ago. Two little bridges out here on the Asylum road, with two $75.00 plate girdle bridges over them. I don't see how it could be mentioned that large sums of money is being spent there.

Q. The record shows that Mr. Peterman testified before the Railroad Commission that it would take Two Million dollars to rehabilitate the system. How much of that could be spent on these rails and tracks?

A. It was also testified that the renewal price was a million One Hundred Seventy-five Thousand dollars—that is ridiculous. By the way, six carloads of ties is about eighteen hundred (1,800) cross ties.

Q. I believe the witness said he didn't know how many ties were in a carload—how many cross ties are in a carload?

[fol. 933] A. Two hundred fifty to three hundred twenty-five is an average car.

Q. Six carloads is how much?

A. Twelve to eighteen hundred.

Q. How much are they worth?

A. About $1.50 in place.

Q. The answer sworn to in this case also says it would take a million rollars to rehabilitate the system. How much of that could reasonably be spent on the track—I am not asking you about rolling stock?

A. From the City Engineer's Office I found that there is apparently twenty-two and 7-10 (22.7) miles of track. I have made an estimate on thirty miles. There is defective about two per cent cross ties. I have made my figures on ten per cent in it, and I have run them up on that basis and it is Eleven Thousand Seven Hundred ($11,700.00) Dollars worth of ties. There is forty-six thousand feet, lineal feet, of track in pavement, which figures out forty-six thousand square yards of pavement. I figured that even twenty per cent of that has to be taken up and rebuilt in order to get the necessary ties under the pavement.

Q. As much as Fifty Thousand Dollars could be economically spent on the track?

A. Fifty Thousand Dollars could place it in very good fix indeed.

Q. You are at present engaged in conducting a survey of the state line between North Carolina and South Carolina?

A. Yes, sir; I am a South Carolina Commissioner.

Cross-examination.

By Mr. Lyles:

Q. Colonel, what street car tracks have you constructed?

[fol. 934] A. I haven't constructed any street car track. The only difference between street car track and railroad is the street car track is a little smaller rails and smaller ties.

Q. Did you ever construct—did you ever operate a street railway?

A. No, sir.

Q. In the estimate that you have given us, did you take into account any repair work on the overhead?

A. Mr. Lyles, in the figures I have given I only made a sufficient inspection of a sufficient amount of the track to differentiate between Fifty Thousand Dollars and a half million dollars. The result would be nearer my figures than adduced heretofore. I actually looked at the overheads, and I found one place down. I didn't notice anything seriously out of order in the overhead, except the trolley was down and tied back.

Q. Did you inspect all the lines from one end to the other?

A. No, sir; just enough to get the figures I have in mind.

Q. I believe you said you found some figures of twenty-two miles?

A. From the City Engineers office I got twenty-two and 7/10 miles of street railway in this system, but I compiled my estimate on thirty miles.

Q. Tell us how much—assuming it was twenty-two miles, how many miles of that did you inspect—will you say?

A. I would say ten.

Q. Will you tell us what would be your opinion as to the cost, if it was necessary to reconstruct a mile of street railway paving here on Main Street?

A. A mile of what kind?

Q. A mile here on Main Street, take up the track and put it back? Just to replace new a mile of street car track here on Main Street?

[fol. 935] That is to determine whether or not I am fully conversant with the construction of a railroad. You have no such wretched idea in mind. What is the object of the question?

Q. The object is to find out what your opinion would be?

A. About Twenty Thousand Dollars—that is to take your track up and lay a new track down—you would have a resale of your relay rails not at Ten Dollars a ton but at Twenty-five dollars a ton.

Q. Have you tried to sell any relay rail?

A. No. I don't own any railway system, I am glad to say.

Q. Are you in the market for any resale rail at $25.00 a ton?

A. No, but that is the quotation.

Q. Do you make any allowance in that for taking up the pavement and relaying it? What sort of pavement is on Main Street?

A. You have brick largely in that area.

Q. What is the brick laid on?

A. About two inches of sand and cement mixed—apparently that is the type of paving you have.

Q. You don't know as a matter of fact it is laid on six inch concrete?

A. No, I do not.

Q. Would that effect your judgment as to the cost?

A. It would cost a little more to get the pavement there. That doesn't enter into your problem at all. That is entirely a hypothetical question.

Q. What size rail would you put on Main Street?

A. You mean in Columbia?

Q. Yes?

A. About one hundred pound rail. I don't think you have got that.

Q. That is the weight of rail we have?

A. I don't know. I didn't figure you need to replace it. [fol. 936] It is perfectly good.

Q. What about the condition of the cross ties under the paving?

A. It should be better than those not under the paving.

Q. Would it make any difference whether it had been under the pavement one year, ten years or twenty years?

A. Yes—some.

Q. Did you hear the testimony in this case that the paving on Main Street was about twenty years ago?

A. No. I heard nobody say they looked at the ties, and all the estimates were made while they were under the pavement. The railway was there before the pavement, and I presume they prepared it for paving. Main street has had its pavement off since then.

Q. What would be your final estimate as to the cost of replacing new a mile, including the replacing of the paving brick on six inches of cement?

A. It would call for a little calculation. Engineers just do not read them out of their head. It took you about twenty minutes to figure the question. You expect me to answer it cold sober. Mr. Jennison would require a little

time to make up an estimate for Broad River Power Company himself, and I wouldn't undertake it on the stand.

Q. What would be your estimate as the cost per square yard of new paving brick wearing surface on six inch surface?

A. It would cost $4.00 with first class paving brick, but nobody builds that any more.

Q. How much is that length?

A. That is a yard per lineal foot. You have an occupancy of nine feet, and that would be a yard per lineal foot.

Q. On that basis it would be approximately twenty thousand ($20,000.00) Dollars a mile for paving?

[fol. 937] A. Yes, sir.

Mr. Belser: Your Honor, we would like to call Mr. Cooper, the City Clerk, if counsel on the other side will not agree that it was habitual for the street railway company, when they took up any portion of their track in the City to petition for permission from City Council. I don't know that you would object. We can put in the evidence or have it conceded.

Mr. Lyles: If we cannot agree with the statement of Mr. Belser, we agree for Mr. Belser to put in evidence certified copies of such petitions, certified by Mr. Cooper as correct. We will let you use the peti-ons. Certify and introduce them in the reocord, and we will agree to let you use them, unless we do make a satisfactory agreement with you.

G. R. Little sworn.

Direct examination.

By Mr. Page:

Q. What position do you hold?

A. Corporation Clerk.

Q. What office?

A. Secretary of State.

Q. Do you have in that position the records of the corporation charters and amendments of charters and so forth?

A. Yes, sir.

Q. Have you the records of the Columbia Railway, Gas and Electric Company?

A. Yes.

Q. Is this the entire file?

A. That is not the entire file. That is merely the consolidation and dissolution papers of the six companies that were merged in the Broad River Power Company.

Mr. Lyles: We object to that statement.

[fol. 938] Q. Is there, or has the Columbia Railway, Gas and Electric Company filed in your office the certificates for reducing its capital stock and the papers which are required to be filed by Section 4263 of Volume 3 of the Code of Laws of 1922?

A. I have been unable to find a record of that.

Q. Is there any kind of a resolution or anything?

Mr. Lyles: We admit we haven't found it.

Mr. Belser: Or any certificate about the indebtedness of the corporation?

Mr. Lyles: We admit we haven't complied with the statute about the reduction of the capital stock.

Cross-examination.

By Mr. Lyles:

Q. So far as you know they haven't reduced the capital stock?

A. No, sir.

Q. If they haven't reduced it, there is no reason for the requirement of filing the paper as to having reduced it?

A. No, sir.

Mr. Belser: I asked counsel for the other side to produce a copy or compilation of the statement of the dividends and surplus which the Broad River Power Company has made since its organization, and I want to file it as a part of this record.

Mr. LePine: We object to that on the ground it has no bearing on the issues.

Mr. Belser: Showing dividends distributed One Million Three Hundred Eleven Thousand Three Hundred Three and 25/100 ($1,311,303.25) Dollars and surplus set aside during that period of Seven Hundred Fifty-three Thousand Six Hundred Sixty-nine and 64/100 ($753,669.64) Dollars.

The above statement showing dividends and surplus introduced in evidence and marked Exhibit A-41.

[fol. 939] Mr. Belser: You promised to give us the original minutes or certified copy of the minutes of the Columbia Railway, Gas and Electric Company under which the so-called separation deed was authorized.

Mr. LePine: I haven't the original minutes. They are in New York, and I haven't any certified copy. Those were brought down on the hearing in pursuance of notice to produce. I have no such minutes here. Our contention would be on that that the deed of Columbia Railway, Gas and Electric Company is admissible in evidence without proving the minutes.

Mr. Belser: You recall that I did ask you to have them here, and you said you would get a certified copy.

The Court: Have you any objection to furnishing a certified copy aside from the question of relevancy?

Mr. LePine: I have no particular objection, but I don't see why we should do it.

Mr. Belser: I think we are entitled to it. Especially under the circumstances we understood Mr. LePine was going to let us have it.

The Court: If he hasn't got it here, I don't know what to do.

Mr. LePine: That statement was made at the time I offered in evidence the deed of the Columbia Railway, Gas and Electric Company to Broad River Power Company. I stated to Mr. Belser at that time that I didn't have them, but I thought I had a certified copy. If Mr. Belser has lost any rights by reason of the statement, I am willing for him to make any objections that he refrained from making—any additional objections that he has to that deed now.

Mr. Belser: We will accept a certified copy. I told him that at the time. We think we are entitled to a certified copy of it. We have no objection to giving him a reasonable time to get the certified copy.

[fol. 940] Mr. LePine: I think we are entitled to insist that our deed was admissible in evidence.

The Court: I think the deed is admissible in evidence, but, in view of the Supreme Court's order about the documentary evidence being complete, I would a little prefer

that they be put in. I don't know that they have a thing to do with it.

Mr. Lepine: I will get them and furnish them, to be filed with the other exhibits in the case.

The Court: You can do that at any convenient time.

Mr. Lyles: With reference to the statement of Mr. Belser a minute ago and read into the record Exhibit A-41, "Dividend and Surplus" statement of the Broad River Power Company, I am advised that they do not agree that he made a correct statement of what the statement shows. Of course, his statement in that respect was unintentional. I just want to object to any statement from the exhibit, and let the exhibit stand for itself.

The Court: All right, sir.

Mr. Belser: The request was made that the witnesses furnish us with the checks passing between Columbia Railway, Gas and Electric Company and Broad River Power Company for this power and advances from Broad River Power Company to Columbia Railway, Gas and Electric Company. My recollection is they promised to let us have them.

Mr. McLain: We had them here yesterday. We will get them for you.

Mr. Belser: If there were any checks for advances, we would like to have them; if not, we would like to have a statement to that effect.

Mr. LePine: We make the statement that the advances were made by check from the Broad River Power Company [fol. 941] to the Columbia Railway, Gas and Electric Company, and we will produce the checks for the power which were here.

Mr. Belser: We would like to have those checks, too.

Mr. Belser: With that exception, we are prepared to close, with the understanding we are to have the checks for advances from Broad River Power Company to Columbia Railway, Gas and Electric Company.

The Court: Let Mr. Belser have the right to see the checks.

Mr. Lyles: The checks will be delivered to Mr. McLain's office, and Mr. Belser can inspect them. A statement will be put in the record showing the dates and amounts of the checks. We would like to ask the privilege of calling Mr.

Jennison in rebuttal for a minute. We have two questions we would like to ask him.

The Court: I will do that with the understanding we don't reopen the whole case.

R. D. JENNISON recalled.

Direct examination.

By Mr. Lyles:

Q. In your estimate of $10.00 as salvage value of the rail, that was $10.00 a ton?

A. Yes, sir.

Q. How did you reach that?

A. That was the net salvage value per ton, after taking out of the selling the price of taking it up and putting it in possession of the purchaser.

Q. Will you give us your judgment as to the cost of replacing new or building a mile of rail up Main Street in Columbia?

A. The track on Main Street is eighty pound rail. The [fol. 942] paving is brick on concrete and it is double track. The total cost to replace that new would be approximately One Hundred Thousand Dollars per mile—that includes special work. That is made up like this—the paving would be Twenty Thousand Dollars a mile single track, or forty thousand dollars double track. The track work itself, including steel ties, fish plates, spikes, etc., would cost Twenty-two Thousand or Twenty-three Thousand Dollars a single track. Then there are several places for special work—over here at Main and Gervais, and Main and Laurel—that would make up the difference.

Cross-examination.

Q. Suppose you took up the track for one mile, single track and put back the same rails, how much would it cost?

A. I wouldn't put the same rails in the paving on account of the fact it would be bad practice.

Q. I am talking about the cost necessary to rebuild Main Street? You would not pave that street and use the present rail?

A. It would be expensive and bad practice.

Q. Did you take up the street on Main Street and see what it was laid in?

A. No.

Q. On what basis do you say it is six inch concrete?

A. Information received from Mr. Spence.

Mr. Belser: I move to strike out that evidence as hearsay.

The Court: Taken as a hypothetical question, subject to all objections.

The end.

[fol. 943] In Supreme Court of South Carolina

Ex Parte State of South Carolina ex Relatione John M. Daniel, Attorney General, et al., Petitioners,

against

Broad River Power Company, Columbia Railway, Gas and Electric Company, et al., Respondents

Testimony Before Honorable L. D. Lide, Special Referee, in the Supreme Court Room, July 14, 1928

Testimony for Respondents

Mr. McLain: As Your Honor understands, we want to introduce this morning a gentleman from the bank, and Mr. Pearce, to prove the checks.

The Referee: Yes, sir.

L. F. Pearce, a witness recalled by Respondents, testified as follows:

Direct examination.

By Mr. McLain:

Q. You have already testified that you are assistant secretary and assistant treasurer of the Broad River Power Company?

A. Yes, sir.

Q. And held what offices with the Columbia Railway, Gas and Electric Company?

A. Same offices.

Q. Assistant secretary and assistant treasurer?

A. Yes, sir.

Q. Have you made up a statement in which you have listed all the checks issued by Broad River Power Company to Columbia Railway, Gas and Electric Company, representing advances made by that company to the railway company?

[fol. 944] A. Yes, sir.

Q. I wish you would look at that, and see if that is the correct list, together with the original checks attached?

A. Yes, sir; that is the original list and the original checks?

Mr. McLain: We wish to introduce these in evidence.

Mr. Edmonds: All right.

(Batch of papers referred to introduced in evidence and marked "Exhibit A—J. K. A.")

By Mr. McLain:

Q. What is the total amount of money represented by those checks?

A. These checks are advances to the Columbia Railway, Gas and Electric Company by the Broad River Power Company—total, one hundred and fifteen thousand dollars.

Q. Over a period of how long a time?

A. From July 11, 1925, to March 8, 1927.

Q. Were these checks and the funds represented by them, did that money go in the treasury of the Columbia Railway, Gas and Electric Company?

A. It did.

Q. And were deposited in what bank?

A. To the credit of Columbia Railway, Gas and Electric Company in the National Loan and Exchange Bank of Columbia.

Q. Did you also make up a list and segregate the checks, of Columbia Railway, Gas and Electric Company to Broad River Power Company, in payment for the power that was

used, purchased by the Columbia Railway, Gas and Electric Company from Broad River Power Company?

A. Yes, sir.

Q. I wish you would look at this list of checks, and the attached checks, and see if that is a correct statement and correct bundle of checks.

[fol. 945] A. This is a correct statement, and the checks.

Mr. McLain: We want to introduce these in evidence also.

(Batch of papers referred to introduced in evidence and marked "Exhibit B—J. K. A.")

Witness: I might say that the last two checks on there were not paid—Haven't been paid. I have a notation on the statement to that effect.

Q. I call your attention to the endorsements on these checks in these words: "Pay to the order of the South Carolina National Bank of Columbia. Columbia Railway, Gas and Electric Company. Broad River Power Company." What was the reason for that double endorsement, so to speak, of those checks?

A. When the Broad River Power Company bought out the property here in Columbia, for approximately two years after that date the customers of the Columbia Railway, Gas and Electric Company continued sending their checks in payment to the Columbia Railway, Gas and Electric Company.

Mr. Edmonds: I didn't catch that.

Witness: For approximately two years after the Broad River Power Company started operation in Columbia, after they bought out the property here, the consumers of the Columbia Railway, Gas and Electric Company sent their checks in payable to Columbia Railway, Gas and Electric Company—approximately two years after the Broad River Power Company had taken over the property—it took about two years for them to learn the new name of Broad River Power Company, to make their checks payable to them. Some of them would come in "Broad River Power Company," and some to Columbia Railway, Gas and Electric Company. Even until today some send in checks payable to Columbia Railway, Gas and Electric Company.

By Mr. McLain:

Q. Then the purpose of that was just for convenience?
A. Just for convenience.
Q. Do you know to the credit of what company those [fol. 946] particular checks went—those that were paid?
A. To the credit of the Broad River Power Company, in the South Carolina National Bank.

Cross-examination.

By Mr. Edmunds:

Q. Now, Mr. Pearce, this Exhibit "A," which represents the checks of the Broad River Power Company to the Columbia Railway, Gas and Electric Company, wasn't for the purchase of any property, was it?
A. No, sir; that was advances made to them from time to time.
Q. Advances made by the Broad River Power Company to the Columbia Railway, Gas and Electric Company?
A. Yes, sir.
Q. Under what circumstances were those advances made?
A. I don't exactly understand your question.
Q. All right. The Broad River Power Company owned all the stock in Columbia Railway, Gas and Electric Company, didn't it—practically owned it?
A. I don't know, sir, whether it did or not.
Q. Well, these checks were signed by you—these checks issued to the Columbia Railway, Gas and Electric Company——
A. For operating expenses and other demands to be made upon the Columbia Railway, Gas and Electric Company, which didn't have the money to pay for them at that time.
Q. You don't know whether the Broad River Power Company was the owner of all the stock of the Columbia Railway, Gas and Electric Company? It was the owner of practically all the stock, wasn't it?
A. Well, some of those checks were issued back in July, 1925. I couldn't say that it did at that time.

Q. You don't know when the Broad River Power Company acquired the stock of the Columbia Railway, Gas and Electric Company?

[fol. 947] A. Not altogether. It was acquired from time to time.

Q. At any rate, the Broad River Power Company was making advances to the Columbia Railway, Gas and Electric Company for the operation of the street railway system in Columbia?

A. They were advancing them funds to meet operating expenses.

Q. And that is what these checks represent?

A. That is what they represent; yes, sir.

Q. Now, this Exhibit "B," you say, represents checks from the Columbia Railway, Gas and Electric Company to the Broad River Power Company for power?

A. Yes, sir.

Q. Power used in the operation of the street car system, or was it for funds which the street car company had received from customers for power—which?

A. Those checks were paid to the Broad River Power Company for the actual power furnished for the operation of the street cars.

Q. The operation of the street car system?

A. Yes, sir.

Q. Well, then, what has your explanation with regard to the endorsement, "Columbia Railway, Gas and Electric Company—Broad River Power Company," got to do with it?

A. You mean that stamp on the back?

Q. Yes, sir.

A. That is the only stamp we had at the time, and when we deposited those checks to the credit of Broad River Power Company in the South Carolina National Bank, we used that stamp on there.

Q. The Columbia Railway, Gas and Electric Company didn't have any separate stamp?

A. I don't recall that they did at that time.

Q. So the two companies used a joint stamp, which was a stamp which first had on it, "Columbia Railway, Gas and Electric Company," and under it, "Broad River Power Company"?

[fol. 948] A. No, sir; the two companies didn't use the stamp. The Broad River Power Company used the stamp, and the checks there to the Columbia Railway, Gas and Electric Company, you will notice on the back it only uses the endorsement of Columbia Railway, Gas and Electric Company.

Q. Well, the check is made by the Columbia Railway, Gas and Electric Company, and the endorsement is by a stamp which you say the Broad River Power Company owned, which had on it, "Columbia Railway, Gas and Electric Company," and then under it, "Broad River Power Company"?

A. Yes, sir; that is right.

Redirect examination.

By Mr. McLain:

Q. I understand that the reason for this stamp, according to your testimony, was that after the Broad River Power Company had purchased the gas and electric property of the Columbia Railway, Gas and Electric Company. that customers continued for a period of about two years to send their checks in, payable to Columbia Railway, Gas and Electric Company, whereas they should have been made payable to Broad River Power Company—is that correct?

A. That is correct; yes, sir.

Cross-examination.

By Mr. Edmunds:

Q. How would that affect a check made by the Columbia Railway, Gas and Electric Company in favor of Broad River Power Company, which didn't relate at all to customers' checks and merely related to a direct payment by Columbia Railway, Gas and Electric Company to Broad River Power Company?

A. We used that endorsement stamp on all checks we deposited—that is, Broad River Power Company checks.

By Mr. McLain:

Q. Do you use it any longer?

A. No, sir.

[fol. 949] By Mr. Edmunds:

Q. When did you cease using it?

A. Oh, probably maybe a year ago; something like that.

Q. Just about a year ago?

A. Yes, sir. We don't get any checks now that are made payable to Columbia Railway, Gas and Electric Company—practically all made to Broad River Power Company—so we use Broad River Power Company stamp endorsement.

[fol. 950] E. S. Cardwell, a witness called by Respondents, being duly sworn, testified as follows:

Direct examination.

By Mr. McLain:

Q. You hold what position with the National Loan and Exchange Bank?

A. Assistant cashier and trust officer.

Q. How long have you been connected with that bank?

A. Twenty-eight years.

Q. Will you look there at that list of checks payable to Broad River Power Company? You have that list before you?

A. Yes, sir; I have.

Q. Have you checked over the books of the bank in connection with those checks to see to what company's credit those checks were deposited?

A. This batch of checks before me I looked over with the idea of seeing to whose account they were charged——

Q. I mean to whose account charged——

A. —and I found them all charged to the account of Columbia Railway, Gas and Electric Company.

Q. Those are the checks which Mr. Pearce testified represent payments to the Broad River Power Company for power used in the street railway operation—you just heard his testimony?

A. Yes, sir.

Q. And in every case, each of those checks that was paid was charged to the Columbia Railway, Gas and Electric Company—is that correct?

A. They were each one so charged.

Q. Will you look at the endorsement on these other checks? Can you tell me from the endorsement on those checks, which are checks of Broad River Power Company payable to Columbia Railway, Gas and Electric Company—can you tell from the endorsement on those checks what company got credit for them—for the proceeds?

A. Each check bears the endorsement, "for deposit only [fol. 951] to the credit of Columbia Railway, Gas and Electric Company," which to a teller would be a restrictive endorsement. I would say that those checks would necessarily, as per endorsement, go to the credit of the Columbia Railway, Gas and Electric Company.

Q. I believe you stated you were not requested to check the books to see if they actually were so placed?

A. I was not.

Q. But the endorsement shows that they necessarily must have been?

A. Yes, sir.

Cross-examination.

By Mr. Edmunds:

Q. Now, look at this Exhibit "A," and the checks attached thereto. The check of Broad River Power Company is signed by whom?

A. L. F. Pearce, assistant treasurer, and F. K. Woodring, general manager.

Q. Are all of them that way or not?

A. They appear to be.

Q. Well, I call your attention to check 2288 of Columbia Railway, Gas and Electric Company to Broad River Power Company. How is that signed?

A. L. F. Pearce, assistant treasurer; F. K. Woodring, general manager.

Mr. McLain: At the last Reference we made an effort to get out of the record, in order to reduce the size of the record, quite a few documents; and we omitted or neglected to get out of the record the report of the attorneys and the printed report on the titles and what not to the various properties. It is our understanding that that was intro-

duced by the Petitioners to see whether or not it had any reference to this North Columbia Land contract and Shandon Annex contract. We should like now to withdraw that [fols. 952 & 953] report, in order to reduce the record, with the stipulation to the effect that there is no mention in the report of those two contracts, or of any of these contracts that have been set up. It is a volume of several hundred pages, as I recall, and I do not see any need of encumbering the record with it.

Mr. Belser: I think we probably would be able to agree to that. We would like to look over it again to see whether or not it has any evidence we would like to have, before we agree for it to be taken out. I think we would be able to agree to that—to put in any portion of the evidence we may want to go in, or let it go out altogether after we look over it again.

The Referee: I would like for you to reduce the record all you can.

[fol. 954] EXHIBIT No. 1

An act to authorize Columbia Railway, Gas & Electric Company, Parr Shoals Power Company, Columbia Gas Light Company, South Carolina Power Company, Saluda Manufacturing Company, Central Carolina Power Company and Public Service Company of South Carolina, or any of them, to merge, consolidate or sell, transfer and convey all or any part of their respective properties, assets, franchises and charter or other rights to any one or more of them or to Broad River Power Company, a corporation of the State of South Carolina, and to authorize the Broad River Power Company or any one or more of them to merge, consolidate or purchase the same and to vest in said Broad River Power Company or any other of said companies the property, assets, franchises and charter or other rights so sold, transferred, conveyed, merged, consolidated, or purchased, and to validate the same.

Section 1. Merger of Certain Corporations Authorized.—Be it enacted by the General Assembly of the State of South Carolina: That Columbia Railway, Gas and Electric

Company, Parr Shoals Power Company, Columbia Gas Light Company, South Carolina Power Company, Saluda Manufacturing Company, Central Carolina Power Company, and Public Service Company of South Carolina, all which last named six companies are owned or controlled by Columbia Railway, Gas and Electric Company, or any one or more of them, be, and they hereby are, and each of them is authorized to merge or consolidate with or to sell, transfer and convey to any one or more of them or to the Broad River Power Company all or any part of their respective properties, assets, franchises and charter or other rights, and each and every of said companies and the Broad River Power Company are hereby authorized to merge or consolidate with or to purchase and to receive and hold all [fol. 955] or any part of the properties, assets, franchises and charter or other rights of any other of said companies so sold, transferred and conveyed to it, any such merger, consolidation or purchase and sale to be authorized by seventy-five (75) per cent in interest of the stockholders of the respective companies merging, consolidating, selling, transferring and conveying any such property and rights and of the company receiving the same, and each and every company so merging or consolidating with or becoming the purchaser of any of such property, assets, franchises and charter or other rights is hereby declared to be vested with the same and all such mergers, consolidations, sales, transfers and conveyances are hereby validated and confirmed: Provided, That all such mergers, consolidations, sales, transfers and conveyances shall be made without prejudice to any claim for taxes or any rights of any creditors of the companies so selling.

Section 2. Franchises.—That in furtherance of the purposes of Section 1 of this act, it is hereby declared that all franchises heretofore granted by the State to any of the said companies may be transferred and assigned in pursuance of the provisions of Section 1 of this Act, and that said franchises are hereby ratified, confirmed and continued in full force and effect in the company, to which the same shall be so transferred and assigned and that such company shall hold the same with all the rights, powers and privileges granted to the original holder thereof, subject only to the restrictions, requirements and conditions in said franchises contained.

Section 3. All acts or parts of acts inconsistent with this Act are hereby repealed.

[fol. 956] Section 4. Fees.—This Act shall take effect upon payment to the proper officers of an amount of fees which shall be equal to the dissolution fees of the merged corporations and charter fees of new corporations, if the merged corporations were dissolved by the Secretary of State and the new company chartered by the Secretary of State.

Approved the 19th day of March, A. D. 1925.

[fol. 957] EXHIBIT No. 2

June 25, 1925.

Honorable W. P. Blackwell, Secretary of State, Columbia, South Carolina.

DEAR SIR: Following up our conversation with you and the Attorney General this morning and in conformity with the Attorney General's opinion, we enclose herewith our check for $30 in payment of the merger fee provided in an act of the General Assembly approved 19th March, 1925, authorizing the merger into Broad River Power Company of Columbia Railway, Gas and Electric Company, Parr Shoals Power Company, Columbia Gas Light Company, South Carolina Power Company, Saluda Manufacturing Company, Central Carolina Power Company, and Public Service Company of South Carolina. Only six of the above named corporations have wholly or partially merged, to-wit: Columbia Railway, Gas and Electric Company, Parr Shoals Power Company, Columbia Gas Light Company, South Carolina Power Company, Central Carolina Power Company, and Public Service Company of South Carolina, and the enclosed check represents the dissolution fees of $5 for the six companies so merging wholly or partially.

Yours very truly, Elliott and McLain, by W. C. McLain.

WCMcL/H.
Encl.

[fol. 958] EXHIBIT 3-3G

Charter of Columbia Electric Street Railway, Light and Power Company from State

"An act to authorize the consolidation of the 'Columbia Electric Street and Suburban Railway and Electric Power Company' and the 'Congaree Gas and Electric Company,' under the name of 'The Columbia Electric Street Railway, Light and Power Company,' and to confer upon the consolidated company all of the franchises and powers conferred by charter upon the consolidating companies, and also those conferred by charter upon 'The Columbia Street Railway Company' which said consolidated company is to purchase.

Whereas, the 'Columbia Electric Street and Suburban Railway and Electric Power Company' and the 'Congaree Gas and Electric Company' have agreed to consolidate the property, franchises and privileges owned and held by them, the consolidated company to be known as 'The Columbia Electric Street Railway, Light and Power Company,' which consolidated company is to acquire the property, franchises and privileges of 'The Columbia Street Railway Company.' Now therefore,

Section 1. Be it enacted by the Senate and House of Representatives of the State of South Carolina, now met and sitting in General Assembly, and by the authority of the same, That the 'Columbia Electric Street and Suburban Railway and Electric Power Company' and the 'Congaree Gas and Electric Company' be, and they hereby are, authorized to consolidate their property, franchises and privileges into one company, under the name of 'The Columbia Electric Street Railway, Light and Power Company,' such consolidation to be effected by a deed of indenture, to be executed by the two consolidating companies, declaring their intention so to consolidate, and transferring to said consolidated company all of the property, franchises, rights and privileges owned or held by each of them respectively.

Section 2. That upon such consolidation 'The Columbia Electric Street Railway, Light, and Power Company' shall be vested with all the rights, franchises, powers and priv-

ileges conferred upon the consolidating companies by an act entitled 'An Act to incorporate the Congaree Gas and Electric Company,' approved December 24, A. D. 1887, and by an Act entitled 'An Act to incorporate the Columbia Electric Street and Suburban Railway and Electric Power Company,' approved December 24, A. D. 1890, or any Acts amendatory thereof, and that said consolidated company be subject to all of the debts and liabilities of the two consolidating companies; and that said consolidated company be authorized and empowerd to purchase and acquire the property, franchise, and privileges of 'The Columbia Street Railway Company,' and upon such purchase said consolidated company be vested with all the rights, powers, franchises, and privileges conferred by an Act entitled 'An Act to incorporate the Columbia Street Railway Company,' approved February 9th, A. D. 1882; but such purchase to be without prejudice to creditors of The Columbia Street Railway Company to enforce their rights against said Columbia Street Railway Company.

Section 3. That for the purpose of the consolidation and purchase herein authorized, said 'The Columbia Electric Street Railway, Light and Power Company' shall be authorized and empowered to issue seventy-five thousand dollars of paid up capital stock, in seven hundred and fifty shares of one hundred dollars each, to be divided in such proportions as may be agreed upon between the two consolidating companies for distribution among their respective stockholders; and may also issue mortgage or coupon bonds, not to exceed one hundred and fifty thousand dollars, [fol. 959] bearing interest at a rate not exceeding seven per centum per annum, to be sold and the proceeds applied as agreed upon; and may, for other purposes of the company, from time to time, issue additional mortgage or coupon bonds to bear such rate of interest as may be agreed upon; and the said company shall have the power, in order to secure any or all bonds issued by it, to secure the same by a mortgage or mortgages of its property and franchises.

Section 4. That said company may purchase and hold any real estate for the purpose of improvement that may be deemed advisable, in or near the city of Columbia, and the same may sell, lease, or mortgage.

Section 5. That upon the consummation or completion of the consolidation of the said companies as is provided for in this Act, the organization of the consolidated company shall be completed by the election of a Board of Directors from among the stockholders in said consolidated company as may be agreed upon. The Board of Directors thus elected shall continue in office for one year, and until their successors shall be duly elected, and thereafter there shall be annual meeting of the stockholders of said company, at which directors shall be chosen, whose term of office shall be as above provided.

Section 6. That the duration of the charter hereby granted shall be for the term of fifty years, and until the final adjournment of the General Assembly next thereafter.

Section 7. That this Act shall be taken and deemed as a public Act, and shall take effect immediately upon its approval.

Approved December 16th, A. D. 1891."

1891 Statutes at Large, p. 1453-1455.

Columbia Electric Street and Suburban Railway and Electric Power Company

"An Act to Incorporate the Columbia Electric Street and Suburban Railway and Electric Power Company

Section 1. Be it enacted by the Senate and House of Representatives of the State of South Carolina, now met and sitting in General Assembly, and by the authority of the same, That Milton H. French, M. L. Bonham, John S. Verner, J. Q. Marshall, and such other persons as they may associate with them, be, and they are hereby, created a body politic and corporate, by the name of the Columbia Electric Street and Suburban Railway and Electric Power Company, with the power to sue and be sued in the Courts of the State of South Carolina; to have a common seal, with the right of alteration of the same, and to make by-laws for the government of said company.

Section 2. That the said company shall have power to raise a capital stock of twenty-five thousand dollars, in

shares of twenty-five dollars each, for the purposes contemplated, and may increase the same to the sum of one hundred and fifty thousand dollars, if a majority of the shareholders may deem it necessary. The said company shall have power to organize and begin business when five thousand shall have been paid in.

Section 3. That the said company shall have the power to purchase, hold and sell real and personal property for the purposes of its business.

Section 4. That the personal liability of each shareholder shall not exceed five per cent, in addition to the amount of the share or shares he or she may hold.

[fol. 960] Section 5. That the said company shall have power to construct or acquire single or double railway tracks, or such gauge as they may elect, through any street or streets of the City of Columbia, with consent of City Council, and to extend the same five miles into the country, in any direction or directions they may wish, from the State Capital. And the said company is authorized and empowered to contract for and provide electric power for any other purpose or purposes.

Section 6. That said company shall have power to operate their cars in the transportation of passengers and freight over the tracks they may construct or acquire, in said city, with electric power, in suitable carriages, and at such rates as may be fixed upon in the by-laws of the same.

Section 7. That said company shall have power and authority to issue coupon bonds to an amount not to exceed its capital stock, the same to be redeemable at such time, not exceeding thirty years, as may be agreed upon by said company, and to bear interest at the rate of seven per cent, per annum, payable semi-annually; and for the purpose of securing said bonds so issued shall have the power to mortgage all the property, real and personal, rights and franchises of said company.

Section 8. That this Act shall remain in force and continue for the period of thirty years; provided, That said company begins to operate its railway in said city within five years.

Section 9. That all Acts or parts of Acts inconsistent with this Act be, and the same are hereby, repealed.

Approved December 24th, A. D. 1890."

1890 Statutes at Large, pp. 969-971.

(b) Congaree Gas and Electric Company

"An Act to Incorporate the Congaree Gas and Electric Company

Section 1.—Incorporation, name and powers.
Section 2.—Purposes—gas and electricity.
Section 3.—Capital stock of the corporation.
Section 4.—Duration of charter.
Section 5.—Other powers and liabilities.
Section 6.—Voting by stockholders.
Section 7.—Shares of stock.
Section 8.—Suits against stockholders.
Section 9.—Penalties for injuring corporate property.
Section 10.—Books of subscription. Organization. Directors.
Section 11.—Public Act. When to take effect.

Section 1. Be it enacted by the Senate and House of Representatives of the State of South Carolina, now met and sitting in General Assembly, and by the authority of the same, That W. H. Bibbes, John P. Thomas, Jr., John T. Sloan, Jr., T. T. Moore and B. L. Abney, together with such other persons as now or hereafter may be associated with them, shall be, and they are hereby constituted and made, a body politic and corporate, under and by the name of the Congaree Gas and Electric Company, and as such body politic and corporate shall have the power to make, use, have and keep a common seal, and the same at will to alter; to make all necessary by-laws not repugnant to the laws of the land, and may add to, alter or amend the same from time to time as may be desired, and to have succession of officers and members conformably to such by-laws; and to sue and be sued, plead and be impleaded, in any Court in this State, and to have, use and enjoy all other rights, powers and privileges, and be subject to all other liabilities, which are incident to bodies corporate.

[fol. 961] Section 2. The said corporation shall have full power and authority to manufacture, make and sell gas, to be made of rosin, coal, oil, turpentine, or other material, and to furnish such quantities of gas as may be required in or near the city of Columbia, for lighting the streets, stores, manufactories and buildings there situate, and for heating and other purposes; to lay pipes or other conductors for conducting gas through the streets, alleys, lanes and squares of the city of Columbia aforesaid, or its vicinity; and the said corporation shall have full power and authority to carry on and conduct the business of using electricity for any purpose, and of manufacturing light, heat and power, or either or all of them, by electricity or any other agent or agents whatsoever, within the said State and to the inhabitants thereof, for lighting and heating the streets, roads, roads, lanes, alleys, avenues and public grounds of the several cities, towns and villages thereof, and for lighting the stores, manufactories, residences and all other buildings therein, and steamboats, railroad cars, locomotives, or for other transportation or industrial purposes, and for such purposes to erect or lay all necessary poles, pipes and conductors, subject to proper municipal ordinance and restriction, and the supplying of power to carry on and conduct the business of dealing in dynamo-electric machines, voltaic arcs, and incandescent lamps, regulators, meters, and other apparatus, devices and appliances which may be used or applied in producing light or power by electricity or in connection therewith; and the said corporation shall have full power and authority to erect shops, works and such other buildings as may be necessary or desirable, and to purchase, take, hold, sell and convey in fee simple, or for less estate, any lands, tenements, or hereditaments, goods, chattels, rights and credits, which may be connected with or in any manner conducive to the purposes for which said company is established; to issue bond or bonds of the company, secured by mortgage or otherwise, in such amount or manner as the said corporation may determine.

Section 3. The persons aforesaid shall have power to raise by subscription a capital stock for said corporation of twenty-five thousand dollars, in one thousand shares of twenty-five dollars each; Provided, however, That a majority of the Board of Directors of said corporation shall

have the power of increasing the said capital stock to any extent not exceeding one million dollars, whenever they deem proper to do so; and the said corporation shall, by its by-laws or Board of Directors, provide for the manner of raising and distributing such additional capital stock.

Section 4. That the duration of the charter hereby granted shall be for the term of thirty years and until the final adjournment of the General Assembly next thereafter.

Section 5. That said corporation shall have, and is hereby vested with, all the powers, rights and privileges, and is hereby subject to all the liabilities and restrictions, contained in Section twenty-two of an Act entitled "An Act to provide for the formation of certain corporations under general laws", approved December 23, 1886, except in so far as the said Section of said Act, or any part thereof, is inconsistent with the provisions of this Act or any part thereof.

Section 6. Each stockholder shall have one vote for each share of the capital stock of the said corporation he may own or represent at all elections and all meetings of the company, and the Board of Directors of the said corporation are authorized to make such regulations as may be deemed proper for the representation by proxy of such stockholders as may be absent at such elections and meetings.

Section 7. The capital stock of said corporation shall be deemed personal property; and the said corporation shall have authority, in its by-laws or by the Board of Directors, to make all such regulations as may be deemed necessary and proper for the issuing and transfer of such stock, or for collecting and enforcing by sale or otherwise all subscriptions made thereto.

[fol. 962] Section 8. The said corporation shall have power to enforce upon their members the due observance of all rules and by-laws for the government and management of the affairs of the corporation; and to this end, if need by, shall and may institute and maintain in their corporate name, against any one or more of their members, all necessary suits, actions and pleas for the recovery of any sum or sums of money to the use of the said corpora-

tion, in as ample a manner as such suits might be maintained against persons not members of said corporation.

Section 9. That any person wilfully injuring, or causing to be injured, any of the property of the said corporation shall forfeit and pay to the said corporation treble the amount of damages sustained by any such injury, to be recovered by action in any Court having cognizance thereof, and shall be considered guilty of a misdemeanor, and, being convicted thereof, shall be punished by fine not exceeding three hundred dollars or imprisonment not exceeding two years.

Section 10. The persons above named, or any three of them, may open books of subscription to the capital stock of said company at such time or times and at such places and for such periods as a majority of them may determine; and as soon as the sum of twenty-five thousand dollars shall be subscribed thereto, the beforenamed persons or a majority of them, on such notice as they may deem sufficient, shall call a meeting of such subscribers, and at such meeting and all future meetings of the stockholders the shares of the capital stock may be represented in person or by proxy. The subscribers, at their meeting to be held as aforesaid, shall elect from themselves such a number of Directors of said corporation as they may deem proper, who shall continue in office for one year and until their successors shall be duly elected, and thereafter there shall be annual meetings of the stockholders of said company at which Directors shall be chosen, whose tenure of office shall be as above provided. The directors chosen or elected at such meeting shall from among themselves elect a President and Vice-President, to act as such during the term of office of such Directors, and they shall perform such duties and exercise such powers as may be prescribed by the by-laws of said corporation or as shall be incident to their respective offices.

Section 11. That this Act shall be deemed and taken as a public Act, and shall be judicially taken notice of without special pleading, and shall take effect immediately upon its approval.

In the Senate House, the twenty-fourth day of December, in the year of our Lord one thousand eight hundred and eighty-seven.

W. L. Mauldin, President of the Senate. James [fol. 963] Simons, Speaker House of Representatives.

Approved December 24th, A. D. 1887.

J. P. Richardson, Governor."

1887 Statutes at Large, pp. 1103-1106.

(c) Columbia Street Railway Company

"An Act to Incorporate the Columbia Street Railway Company

Section 1. Be it enacted by the Senate and House of Representatives of the State of South Carolina, now met and sitting in General Assembly, and by the authority of the same, That William D. Starling, Thomas D. Gillespie, and John R. Abney, and all other persons who may become associated with them, be, and they are hereby, declared a body politic and corporate, under the name and style of "The Columbia Street Railway Company."

Section 2. That the said Company shall have power to make such by-laws for the government of the same as shall be deemed necessary and expedient by a majority of the shareholders, not repugnant to the laws of the land; to elect such officers as said by-laws may prescribe; to have succession of officers and members; to have a common seal, and to alter and make new the same; to purchase, hold, and sell real and personal estate, for the purpose of its business; and sue and be sued, plead and be impleaded, answer and be answered unto, in all the Courts in this State.

Section 3. That the said Company shall have power to take, subscribe, and raise a capital stock to the amount of twenty-five thousand dollars, in shares of twenty-five dollars each, for the purposes contemplated, and may increase the same to the further sum of one hundred thousand dollars, if deemed necessary by a majority of the shareholders;

but the said Company may organize and begin business whenever the sum of five thousand dollars shall be raised.

Section 4. That the personal liability of each shareholder shall not exceed ten per cent in addition to the amount of the shares which he or she holds.

Section 5. That the said Company shall have power to construct single or double railway tracks of such gauge as they may elect, through any street or streets of the City of Columbia, as it may deem advisable for the accommodation of the public or the interest of the Company, and to extend the same five miles beyond the corporate limits of said city: Provided, That the said Company shall so construct said railways that they shall not obstruct the streets through which they pass, and that the Company shall be required, after laying said railways, to replace the portion of the streets over which they pass in good condition, and thereafter keep their railway in like good order; in consideration of which the said Company shall have such exclusive right of way over said railway as may be necessary for the proper conduct of its business.

Section 6. That said Company shall have power to transport passengers and freight in suitable and sufficient carriages and cars, at such rates as may be fixed in the by-laws of the same.

[fol. 964] Section 7. That the said Company shall have power and authority to issue coupon bonds to an amount not exceeding the capital stock, the same to be redeemed at such time, not exceeding twenty years, as may be agreed upon by said Company, and to bear interest at the rate of seven per cent per annum, payable semi-annually.

Section 8. That this Act shall remain in force and continue for the period of thirty years: Provided, That said Company begin to operate a railway in said city within five years.

Section 9. That all Acts and parts of Acts repugnant to or inconsistent with this Act be, and the same are hereby, repealed.

In the Senate House, the eighth day of February, in the year of our Lord one thousand eight hundred and eighty-two.

J. D. Kennedy, President of the Senate. J. C. Sheppard, Speaker House of Representatives.

Approved February 9th, A. D. 1882.

Johnson Hagood, Governor."

1882 Statutes at Large, pp. 876-877.

[fol. 965] Commissioners: Sam C. Blease, Chairman; J. H. Nance, Vice-Chairman; J. C. Coney, Earle R. Ellerse, R. H. McAdams, D. F. Sapp, T. H. Tatum; J. P. Darby, Secretary. R. S. Greer, Rate Expert; B. H. Barre, Gas and Electric Engineer; A. P. Walker, Official Reporter

OFFICE OF THE RAILROAD COMMISSION OF SOUTH CAROLINA, COLUMBIA

April 7th, 1927.

Order No. 349

IN THE MATTER OF PETITION OF COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY FOR AUTHORITY TO DISCONTINUE STREET CAR SERVICE

Order Allowing Discontinuance of Street Railway Service

The several hearings upon the question of the discontinuance of street car service by Columbia Railway, Gas and Electric Company were initiated by this Commission due to the fact that the company ceased operations on March 11th, 1927, without the permission of the Commission.

Upon being apprised of this, and upon a complaint of Mr. W. F. Cleveland, a rule to show cause was issued on the 16th of March returnable on March 18th at 11:00 o'clock. A hearing was held on the rule to show cause and thereupon the Commission issued its Order No. 343, dated March 18th, 1927, in which it held that the street railway company had, admittedly, violated an order of the Commission, dated June 8th, 1926, requiring it to operate certain

of its cars until the further order of the Commission, and holding that Columbia Railway, Gas and Electric Company had failed to show cause and ordering "That the Columbia Railway, Gas and Electric Company do restore the service that they discontinued, as prescribed by Order No. 331, not later than 6:00 o'clock a. m., Monday, March 21st, 1927, or in lieu thereof pay a fine as prescribed by law."

Upon service of this order Columbia Railway, Gas and Electric Company filed a petition for a rehearing thereon as allowed by law, which automatically stayed the order, and at the same time filed a petition, which was later amended, requesting permission to discontinue permanently its service in Columbia and suburbs and offering to surrender its franchise for the operation of its street cars.

[fol. 966] Subsequently, the Commission decided to grant the requested rehearing on its Order No. 343 and fixed, by Order No. 344, March 23rd, 1927, for a hearing on the petition to discontinue and for the rehearing.

On March 23rd, 1927, on motion of the Attorney General, Broad River Power Company, South Carolina Gas and Electric Company and Carolina Transit Company were made parties to the proceeding and the hearing adjourned until March 30th, 1927, at 10:00 o'clock A. M. On March 30th and 31st hearings were held in which all interested parties participated and arguments were heard on Friday April 1st, 1927.

Upon the conclusion of all the testimony the Attorney General moved to dismiss the petition for discontinuance of service upon the ground that this Commission is without jurisdiction to order the entire discontinuance of petitioner's street railway service. It is proper to determine this question at the outset.

While this Commission has no desire to assume jurisdiction of any matter not properly within its jurisdiction, yet it likewise has no purpose to shun any duty properly devolved on it. If it has not jurisdiction then no regulatory body in this State has. The jurisdiction of this Commission with respect to public utilities is derived from an Act of the General Assembly approved 24th March, 1922. That Act distinctly provides as to a public utility that it is "subject to the jurisdiction and regulation of the Railroad Commission * * * to the extent of its activities

within the State." And by Section 923 the Act provides, "The Railroad Commission is hereby, to the extent granted, vested with power and jurisdiction to *supervise* and *regulate* the rates and *service* of every Public Utility in this State * * * together with the power * * * to ascertain and fix such just and reasonable standards, classifications, regulations, practices and measurements of service to be furnished, imposed, observed and followed by every Public Utility in this State * * * and the State hereby asserts its rights to regulate the rates and *services* of every Public Utility * * *." (Italics ours.) And further,

"Whenever the Railroad Commission shall find, after hearing, that the rates, fares, tolls, rentals, charges, services, measurements of service, or classifications or any of them, however, or whensoever the same shall have heretofore been fiexd or established, demanded, observed, charged or collected by any public utility, for any service or product or commodity, or that the rules, regulations, practices, or any of them affecting such rates, fares, tolls, rentals, charges or classifications, or any of them, are unjust, unreasonable non-compensatory, inadequate, discrimonatory or preferential, or in anywise in violation of any provision of law, the said Commission shall have exclusive power, subject to review by the Courts, as hereinafter provided, to determine and shall determine, the just, reasonable fares, tolls, rentals, charges or classifications, rules, [fol. 967] regulations or practices to be thereafter observed and enforced, and shall fix the same by order, as hereinafter provided."

And still further:

"Any public utility shall have the right to petition or compalin to the Commission on any of the grounds upon which the complaint and petitions are allowed to be filed by other parties, including the fairness, reasonableness or sufficiency of any schedule, classification, rate, price, charge, fare, toll, rental, rule, regulations, service or facility of such public utility."

Of course the Act in question did not contemplate the regulation of utilities not yet in existence, or which may

have gone out of business. It is too clear for argument that this Commission must obey the Constitutions of this State and the United States and can enforce no order which would result in depriving a utility of a fair return upon its investment or confiscate its property. If the Commission has authority, which is not disputed, to allow from time to time the discontinuance of cars being operated at a loss, then it can by such orders reduce the sercice of a street railway company to the operation of one car per day upon one line of street railway. To all intents and purposes this would be equivalent to permitting an entire cessation of service. If the Commission has no authority in the present case to allow the entire service to be discontinued, then it is hard to understand how the Commission can order the service, which has been entirely stopped, to be restored. We do not think the case of Spartanburg vs. South Carolina Gas and Electric Company, 125 S. E., 295, properly construed, takes a contrary position. In that case the utility by written contract has agreed to be subject to the jurisdiction of City Council and the Public Utilities Act specifically declares that this Commission has no jurisdiction to abrogate contracts entered into prior to its enactment. The Commission holds that it has no authority to order a public utility to begin, or cease operation, but it does have the authority to require them to continue their operation and to regulate it, therefore it must follow that the Commission has the authority to permit a utility to discontinue its operation. We therefore conclude that the Commission has jurisdiction of the petition.

Coming now to the merits of the petition it alleges that an order requiring the petitioner to operate its cars will amount to a confiscation of its property in violation of both State and Federal Constitutions, that from January 1st, 1925 to February 28th, 1927, it lost $146,395.56, not including interest or any depreciation, that it has put into effect all orders and suggestions of this Commission, and yet has continued to run at enormous loss.

[fol. 968] From time to time since the passage of the Act referred to the matter of Columbia's street car service has been considered by this Commission. Numbers of hearings have been held, cars have been taken off, entire lines

have been abandoned, service has been curtailed, fares have been changed including a five cent straight fare for Sundays, one man cars have been authorized, all with the approval of or by order of the Commission. Petitioner, for a time, made daily reports of passengers carried and earnings on each line. The adoption of none of these plans resulted in preventing daily losses. It was testified at the last hearing that the company's losses from 1922 to 1927 amounted to more than $500,000, not including interest and depreciation. Since 1922 the company has been operating in practically unrestricted competition with a large number of jitneys, and for more than a year in competition also with the busses. The jitneys are under the jurisdiction of City Council and the busses are regulated by the State Highway Commission. This Commission has made diligent effort to arrange for the regulation or restriction of this competition, but so far without satisfactory results. Columbia is probably the only city in America of less than 100,000 inhabitants which tries to support three competing, popular systems of public transportation. It is the deliberate judgment of this Commission that neither street cars nor busses can survive against unrestricted and unregulated jitney competition. The Commission has gone into this matter of unrestricted and unregulated system of transportation with the city officials under whose jurisdiction they operate quite a number of times and has put the matter squarely before them, and submitted the fact that it would be impossible to continue the operation of a street car system in competition with this unregulated traffic. They were apparently unable to offer any assistance looking to the solution of the question. There is now no question in the mind of the Commission but that the unregulated, unrestricted system of jitney transportation has utterly destroyed the street railway system of Columbia.

An alleged contract for perpetual operations of street cars between petitioner and North Columbia Land Company was brought to the Commission's attention, but the Commission is not a court and has no authority to order the specific performance of private contracts nor award damages for breaches of them.

The Commission has also considered the possible depreciation of property values in certain suburbs, but it was shown that if street cars are to be operated they can only be operated by Broad River Power Company standing the losses of operation. The latter company showed that it is somewhat of a pioneer in this territory; that it would likewise show an operating loss if it charged a proper depre- [fol. 969] ciation without considering the street car losses. Broad River Power Company has spent, since 1924, in a new station and in betterments to its services, not including acquisitions of new property, more than $7,500,000. If it is hampered in its proposed developments, including the new Saluda River hydro plant, the depreciation in property values, not alone in Columbia but throughout the territory served, will be much greater than depreciation resulting from lack of street cars.

The above consideration is mentioned because it was argued to the Commission that the so-called merger act of 1925 is unconstitutional and that there has never been a lawful separation of the three departments of the old Columbia Railway, Gas and Electric Company.

The Commission does not think it makes any difference whether the departments are separate or joined in one company since the United States Supreme Court in several decisions has held that it is unlawful to force the continuance of a loss of one branch of utility service, even if the other branches of the company are operated profitably. To hold otherwise would result in taxing, in effect, gas consumers for instance to provide street car transportation for the public, a part of which does not use gas; for the street car losses must be made up from some source.

Upon full and careful consideration of the whole matter and from careful study of the whole transportation situation over a period of five years the Commission is convinced that to force the continued operation of the street cars, or any of them, would result in confiscation of petitioner's property in violaion of both State and Federal Constitutions.

It is therefore ordered:

1. That the order of this Commission No. 343, dated March 18th, 1927, be and it is hereby revoked as of its date.

2. That petitioner's request to discontinue its entire street railway service be and it is hereby granted.

By order of the Commission.

Sam C. Blease, Chairman. J. P. Darby, Secretary.

(Seal South Carolina Railroad Commission.)

[fol. 970] In re Petition of Columbia Railway, Gas and Electric Company for Authority to Discontinue Street Car Service

Order Requiring Restoration of Street Railway Service

In this matter the Columbia Railway, Gas and Electric Company (hereinafter called the street railway) discontinued its service in the City of Columbia without authority from this Commission, and the Commission upon complaint by the public issued a rule requiring the Street Railway to show cause on the 18th day of March, 1927 why it should not restore the service or be assessed the penalty provided by law for discontinuing the same without the authority of the Railroad Commission. A hearing was had pursuant to this rule, and decision of the Commission adverse to the Street Railway was made. Thereafter the Street Railway filed with the Commission a petition for a rehearing upon the rule and also in the same petition asked the Commission for authority to permanently discontinue its service. The Commission granted the rehearing and heard the whole matter together, commencing on the 30th day of March, 1927, and a decision by a majority of the Commission resulting in order No. 349 granting the Street Railway authority to permanently discontinue its service and revoking the previous orders of the Commission requiring such service issued under the rule aforesaid. Thereafter the Attorney General filed his petition asking for a rehearing of the whole matter upon certain after discovered evidence, and the rehearing was granted and the whole matter was heard anew. Since that time the Commission has had the matter under consideration and a majority have decided that the Street Railway should be ordered to restore the service required by orders of the Commission in effect at the time service was discontinued.

The undersigned having voted in favor of this order desires to state some of the reasons which prompted this action.

The statute vesting jurisdiction over public utilities in this Commission is found in the Acts of the General Assembly of South Carolina, 1922, at page 938. Section 1, provides in part, as follows:

"The term 'Public Utility,' when used in this Act includes every corporation and person furnishing or supplying in any manner gas, electricity, heat, electric power, water and street railway service, or any of them, to the public, or any portion thereof,' as used herein, means the [fol. 971] public generally, or any limited portion of the public, including a person, private corporation, municipality, or any political sub-division of the State, to which service is performed."

Again, in another portion of the same section it is further provided:

"The Railroad Commission is hereby, to the extent granted, vested with power and jurisdiction to supervise and regulate the rates and service of every 'Public Utility' in this State as defined in this Act, together with the power, after hearing, to ascertain and fix such just and reasonable standards, classifications, regulations, practices and measurements of service to be furnished, imposed, observed and followed by every 'Public Utility' in this State as defined in this Act. * * *"

It will be observed that the grant of powers to the Railroad Commission by the Act above stated is the power to "supervise and regulate" the rates and service to be rendered to the public, or any portion thereof, by any public utility, and the power to fix the "measurements of service" to be furnished, etc. In our opinion, the power to supervise and regulate does not comprehend the power to annul or vacate, nor does the power to "fix the measurements of service" include the power to authorize the performance of no service at all; there must be some service for it to have a measurement or be regulated. This opinion is, we think, conclusively sustained by the case of the City of Spartanburg, et al, vs. South Carolina Gas and Electric

Company, 130 S. C. 125; 125 S. E. 295. In that case, the question involved was whether or not the Railroad Commission was right in authorizing that Street Railway Company to discontinue its service, and in disposing of the question the Court held as follows:

"It will be observed that the power claimed is to 'regulate, supervise, and control.' That refers, and can only refer, to a going concern. It does not, in any way, pretend to give the Commission the power to annul or destroy the operation of public utilities. The Legislature did not pre- [fol. 972] tend to give to the Railroad Commission nor could it have given to the Railroad Commission, or to the Courts, the power to destroy or impair the obligations of a contract."

In our opinion the language above quoted can but mean that the Railroad Commission has not the power to authorize the entire and permanent discontinuance of service by any public utility.

But even if we had the general power to authorize a discontinuance there is another stronger reason why it could not be exercised in this particular case, and that is this: There was established in the testimony in this case the fact that in 1908 the Street Railway entered into a contract with the North Columbia Land Company, a real estate development company, with holdings outside of but near the City of Columbia, which provided that in consideration of the payment by the North Columbia Land Company to the said Street Railway of the sum of five thousand ($5000.00) dollars in cash, which was paid, and the release by the Land Company of its interest in a certain extension line running from this development and connecting with the Street Railway, the said Railway agreed to operate its cars on this extension line to the corporate limits of the City of Columbia and to grant transfers to its other lines in the City of Columbia to any point within the City in perpetuity. Neither the fact of this contract nor its terms were disputed; neither was there any evidence of it having been annulled by any of the parties. In fact the testimony was that this contract was still in force. This contract, although with a private corporation, is by the express terms of the statute above quoted a contract with the public and

is entitled to the same notice as though made with the State or any of its political subdivisions. If that be true then we have a solemn contract entered into between the Street Railway and the public to operate its cars to the site reached by the extension line above referred to and throughout the City of Columbia in perpetuity. The undisputed testimony is that a number of lots were sold with the representation of the existence of this contract, and the public invested its money and built homes on this property, basing their investments upon the fulfillment of this contract. If the Street Railway is permitted to discontinue its service undoubtedly the obligation of this contract is impaired. The above quoted excerpt from the Spartanburg case simply [fol. 973] reaffirms the well known doctrine that the Railroad Commission nor the Courts have the power to impair the obligations of a contract. The Constitution of the United States and the Constitution of the State of South Carolina contain provisions prohibiting legislators and courts from impairing the obligations of a contract.

There is evidence in this case of other contractual obligations entered into by this utility company, or its predecessors, with the public which would be violated if it were allowed to discontinue its service, that is, a contract with the City of Columbia, a contract with the Columbia Land and Investment Company, and a contract with the Shandon Annex Company, all of which are sufficiently analogous to its contract with the North Columbia Land Company to be controlled by the principles above stated.

Besides under the contract with the City of Columbia this public utility, or certain street railway concerns taken over by it, and whose obligations and liabilities it is bound to perform, the City of Columbia has the right to entirely and absolutely regulate the service to be rendered by this Street Railway company and the right to require a fare of not more than five cents, hence we would not have the power to authorize it to permanently suspend its operations without the consent of the City of Columbia.

Therefore, even if it should be held that the Railroad Commission did have the general power to annul or destroy a public utility that power could not be exercised in this case because of the existence of these contracts made with the public, whose obligations would be impaired by the authority to discontinue.

In addition to the foregoing reasons, the service discontinued should be restored even if the Commission had the power to authorize its permanent discontinuance because from the showing made we can not escape the impression that the management of the Street Railway has not pursued that aggressive policy calculated to meet the conditions of modern competition and necessary to enable it to stay in the field. Instead, its policy seemed to encourage and even invite competition and then to pliantly yield to the encroachment of its competitors, all the while driving away [fol. 974] patronage by the character of the service it was rendering. It would be wholly illogical to say that its eyes were shut to the inevitable results that would follow such a course. It was bound to know that it was contributing to its own destruction, and knowing it and failing to take the necessary corrective measures the conclusion is inevitable that it intended the results that have been brought about. Therefore, the fact of losses in operation is not conclusive that it is entitled to the relief asked. We are of the opinion that by proper management it could be made to yield fair returns, but certainly the suicidal policy it adopted estops it from asking relief upon the ground of unproductive operations.

Again we think that in spite of what appears to have been a deliberate attempt to break down its street car operations it is making money upon all of its operations treated as a unit.

Moreover even if it should be conceded that the losses reflected in the company's statements for the past year or two represent a real loss on that department, nevertheless we do not think that fact alone would be sufficient under the decisions of the United States Supreme Court to relieve the company of its obligation to operate the street car service. There was not any showing made, and we assumed there could be none, that over the entire period of the operations of the street car service such service resulted in a loss to the company. This was expressly held to be the decision in the case of Columbus Railway Power & Light Company vs. the City of Columbus, Ohio, 249 U. S. 399, 63 L. ed. 699, in which the acceptance of a charter for the operation of electric light, power and street car service was held to constitute a valid and binding contract between

such public service corporation and a municipality, and that even if the operation over a period should result in a loss, nevertheless the company would not be relieved of its liability to operate the street cars, certainly unless it was shown that the operation over the entire period would result in a net loss to the company. This test appears to us to be fair and just and reasonable, and should be applied in this case and, as stated above, there was no evidence that the operation of the street car department of this company's franchise throughout its life has been unprofitable. In that case the United States Supreme Court said "that if [fol. 975] a party charges himself with an obligation possible to be performed he must abide by it unless performance is rendered impossible by an act of God, the law or the other party. Unforeseen difficulties will not excuse performance. Where the parties have made no provision for dispensation, the terms of the contract must prevail." (citing numerous cases from the U. S. Supreme Court.)

We do not think that the "separation" of its various public utilities into distinct and separate corporations accomplished the result contended for, that is, of completely divorcing the activities and liabilities of the one from those of the other. It appears to us that the Broad River Power Company, the owner of a majority of the stock of the Street Railway, and with interlocking directors also, undertook to strip the Railway Company of its assets and left it with its liabilities. If that be true it is a violation of their trust, bad faith with the obligees of the Street Railway, and the law would set aside the transaction. There can not be a separation in law that is not a separation in fact, and this case bears little, if any, evidence of a separation in fact. They reside under the same roof, feed at the same board, from the same larder, and under the same head of the household; they have too much unity to have much diversity. Mr. Chief Justice Watts said in the case of Bradham vs. Southern Express Company, 124 S. C. 157 "it is an attempt to dodge the damages that respondent has sustained by a quirk and technical question of law, and smacks too much of a skin-game and hand stalked and dealt from the bottom of the deck." That language is applicable here. We think

those concerns are still one; and treated as one, their operations as a whole are not unprofitable.

Therefore, in our judgment the service should be restored.

Thos. H. Tatum, Commissioner. Earle R. Ellerbe, Commissioner. R. H. McAdams, Commissioner. T. J. Cunningham, Commissioner.

Columbia, S. C., 28 July, 1927.

[fol. 976] EXHIBIT No. 4

"Columbia, S. C., June 8, 1886.

To the Mayor and Board of Aldermen of the City of Columbia.

GENTLEMEN: The petition of the undersigned respectfully shows:

1st. That the Columbia Street Railway Company is a corporation created by and under the laws of the State, organized pursuant to an Act of the Legislature entitled an Act "to incorporate The Columbia Street Railway Company approved February 9th, 1882.

2nd. That at a meeting of the stockholders of said corporation held in the City of New York on the 2nd day of June 1886, the following persons were elected directors of said corporation, J. S. Pierson, H. M. Pierson, W. E. Lawton, Edward Benedict, T. D. Gillespie, John T. Sloan, Jr. and W. D. Starling, and the said J. S. Pierson, was thereafter elected President, the said H. M. Pierson Vice-President, the said W. E. Lawton Treasurer, and the said Edward Benedict, Secretary.

3rd. That said corporation being duly organized according to law, the directors thereof would respectfully ask of your honorable body for leave to use the streets hereinafter described for the purpose of laying the track of said Street Railway with the necessary switches and turnouts, and equipping the same with the usual Street Railway iron etc. and the customary cars, and to build and equip the same, so as not to interfere with the ordinary traffic of your

City, commencing the first day of July next, and completing the same on or about the first day of September 1886.

The line proposed is as follows: To commence with a single tract at the depots of the South Carolina, Wilmington, Columbia and Augusta, and Columbia and Greenville Railroad Companies, thence up Gervais Street to Main Street, thence with two tracks up Main Street (the two tracks to be used for conveying passengers and for hauling freight) to Blanding Street, and with a single tract up Main Street from Blanding to Elmwood Avenue from the Asylum to the Cemetery. A single track to run down Blanding to the depots of the Charlotte, Columbia and Augusta Railroad Company. A single tract to cross Main along Gervais Street to Sumter Street, down Sumter to the Chapel of the University of South Carolina, up Sumter to Lady, along Lady to Marion, up Marion to Plain, along Plain to Barnwell, along Barnwell to Blanding Street. A single track from Main down Plain to Marion.

Hoping that this enterprise which will result in adding to the material growth and prosperity of your city, and to the comfort and convenience of her growing population, will meet with your concurrence and approbation, we are,

Very respectfully, T. D. Gillespie, W. D. Starling, Jno. T. Sloan, Jr., J. S. Pierson, H. W. Pierson, W. E. Lawton, E. Benedict, per Jno. T. Sloan, Jr., Attorney.

On motion referred to Committee on Streets.

[fol. 977] EXHIBIT No. 6

Petition of 13 September 1892

"Columbia, S. C., September 13, 1892.

To Hon. Mayor and Aldermen of City of Columbia:

GENTLEMEN: The petition of the Columbia Electric Railway, Light & Power Company would respectfully represent that the petitioner has purchased the Street Railway line of the Columbia Street Railway Company, together with

all of the rights, franchises and privileges appertaining to said Company, and desires to make such changes in said line as are necessary to enable your petitioner to operate its cars running thereon by electricity, and your petitioner submits herewith with the draft of an ordinance to accomplish that object.

Your petitioner is anxious to proceed with its work as rapidly as possible, and earnestly desires that your Honorable Body should grant it the right so to do, and your petitioner will ever pray, etc.

J. Q. Marshall, President.

The ordinance was presented and read and on motion was considered its first reading.

Alderman Allworden moved that both old and new ordinance be referred to a Joint Committee of Streets and Railroads and Fire Dept. for report at next regular meeting.

Adopted.

Columbia, S. C., September 13, 1892."

[fol. 978] EXHIBITS 5, 7, 8, 9

June 29, 1886; Oct. 12, 1886; Oct. 11, 1892, O., Sec. 348—Line of Street Railway

Sec. 549. The Columbia Street Railway Company is authorized to lay its tracks as follows, that is to say: A single track commencing at the Union Depot of the South Carolina, Wilmington, Columbia and Augusta, and Columbia and Greenville Railroad, along Gervais Street to Sumter, thence along Sumter to the Chapel of the University and to Lady, thence along Lady to Marion, thence up Marion to Plain, thence along Plain to Richardson and to Henderson, thence along Henderson to Blanding, thence along Blanding to the Charlotte, Columbia and Augusta Railroad line and to Bull, thence up Bull to Laurel, thence along Laurel to the Charlotte, Columbia and Augusta Railroad line and to Richardson Street, thence up Richardson Street to Elmwood Avenue, thence along Elmwood Avenue to the Male Asylum and to the line of the Columbia

and Greenville Railroad, also along Pickens Street from Laurel Street to the Male Asylum, together with such turnouts and switches for passing as may be necessary: Provided, There shall be no turnouts or switches placed on Richardson Street between Laurel and Gervais Streets.

June 29, 1886, O., Sec. 349—How Track to be Laid, &c.—Penalty.

Sec. 550. The said tracks, turnouts, &c., shall be laid along such portions of the said streets as may be determined by the City Surveyor and the Committee on Streets, complying with the surveyor's regulations and gradients that are now or may be hereafter adopted by the city, so as will least interfere with the repair and laying of the water, gas and sewer mains, and the preservation of the trees, and at the same time will furnish no greater obstruction than is necessary to the free use and enjoyment of the [fol. 979] streets. The gauge of the said tracks shall be 4 feet 8½ inches, and the rails for said track shall be of improved street railway iron, and shall be so laid that the top of the rail shall be even with the grade of the street. The said corporation shall keep in repair all bridges, turnouts, drains, &c., which the track or tracks cross; and when a bridge is necessary for the crossing of any drain, said drain shall be bridged the width of the street, exclusive of the pavement, wherever required by the city authorities, at the same level at which the track or tracks cross, and shall plank, pave, macadamize or gravel the said tracks between the rails and for as many feet, not less than three, on each side of the track as may be and at such times as required by the city authorities; and no car shall be run on said track or tracks until they have filed with the City Clerk the certificate of the City Surveyor and Committee on Streets that all the requirements of the city Ordinances and regulations of City Council have been complied with. Any violation of this Section shall make the company liable to such fine as the Recorder may impose, not exceeding forty dollars for each and every day they shall be proven to have violated the same, after notice given by the Street Overseer, City Surveyor, or Committee on Streets.

Ib., Sec. 350.—Duties of Company as to Drivers, Speed, &c.—Fine.

Sec. 551. Said Company shall employ competent, careful, prudent and sober drivers, who shall not run the cars at a speed greater than six miles per hour, and shall use all exertions to avoid collisions, giving due notice to the drivers of other vehicles and foot passengers to prevent the same; [fol. 980] and any violation of this Section shall be punished by fine in such sum as the Recorder may impose, not exceeding forty dollars, or imprisonment not exceeding ten days. This fine shall not exempt the company from the penalties and responsibilities of such violations or acts committed by the drivers, conductors or officials; and it shall be the duty of the drivers of all vehicles to leave the tracks on the approach of the cars, and in no way unnecessarily to obstruct the progress of the same. Any person violating this provision shall be punished by fine not exceeding forty dollars or imprisonment not exceeding ten days.

Ib., Sec. 351—What Motive Power Allowed.

Sec. 552. The said company shall use no other motive power, unless especially permitted by Council, than horses or mules, for the conveyance of freight or passengers, and whenever it shall be necessary to attach two mules or horses, they shall be driven abreast.

Ib., Sec. 352.—When Cars to Run

Sec. 553. It shall be the duty of the company on week days to run a car for passengers at least every hour from 7 A. M. to 9 P. M., except on that portion of the road which shall be laid for pleasure trips only, the running of which shall be directed by the company until directed by Council to change the same, but this Section shall not be construed to prevent trips during the whole night, should the company so desire.

Ib., Sec. 553.—Cars to be Numbered, Lighted, &c.

Sec. 554. Every car shall be numbered or named, and shall have the number or name painted on each side in such manner and place as may be plainly seen, and shall carry at night a lighted lamp in front and rear, with a number [fol. 981] or name thereon, and shall be fully and properly

lighted inside and shall have a bell attached to each horse. Failure to comply with the provisions of this Section shall subject the company to such fine as the Recorder may impose, not exceeding forty dollars.

Ib., Sec. 354.—Penalty for Failure to Run.

Sec. 555. If the said company shall neglect or refuse to run their passenger cars as herein provided for a period of three months, then the corporate authorities of this city may rent the road at public outcry for account of the company. All the tracks above provided for in and along the rented, and shall be idle for a period of twelve months, then the said city authorities may have the said road taken up, and the material sold to the highest bidder, and after deducting the expenses of taking up the road, selling the said material, and repairing the streets, the balance, if any, shall be paid to the legal representative of the said company. All the tracks above provided for in and along the streets above mentioned shall be constructed within twelve months from June 29, 1886; failure so to construct said tracks shall deprive the Street Railway Company of all the privileges granted herein.

Ib., Sec. 355.—Smoking and Improper Conduct in Cars Prohibited—Fine.

Sec. 556. No person shall smoke in any car of said company, or be intoxicated, or otherwise improperly conduct himself or herself. Any person violating this Section shall be liable to ejectment from the car, and to such fine as the Recorder may impose, not exceeding forty dollars or imprisonment not exceeding thirty days: Provided, That nothing herein shall prevent said company from running special cars for smoking, should they so desire.

[fol. 982] Ib., Sec. 356.—Streets not to be Obstructed

Sec. 557. It shall not be lawful for any driver or conductor of any car to stop the same so as to obstruct the streets intersecting the line of the railroad; nor shall they obstruct the foot crossing of the street for a longer time than is necessary for the landing and receiving of pas-

sengers, but is shall be their duty to drive beyond the intersecting street as far as the crossing before stopping; nor shall they stop anywhere on the line for an unreasonable time, under such penalties as the Recorder may impose, not exceeding a fine of forty dollars or imprisonment for thirty days for each offence.

Ib., Sec. 357.—Fire Department not to be Interfered With

Sec. 558. No privilege or authority herein granted shall be so construed as to interfere with the operations of the Fire Department; but in case of fire in all cases the use of the streets where the tracks are laid out shall be subservient to the necessities of the Fire Department.

Ib., Sec. 358.—Amended—Duties of Conductors and Drivers—Duties of Passengers—Fine

Sec. 559. The conductor and motorman or driver of each car shall keep a vigilant watch of all vehicles and persons on foot, especially children, either on the track or moving towards it, and on the first appearance of danger to such vehicle or persons, the car shall be stopped in the shortest time possible, and all foot passengers are hereby required to avoid obstructing the track by their presence or otherwise; no ladies or children shall under any circumstances be allowed to enter or leave the car while the same is in motion, and the conductor and driver shall, when required, stop to allow any one to leave the car, and when not full, stop for any passenger giving the customary signal, if [fol. 983] within a reasonable distance. The violation of any portion of this Section shall subject the offender to a fine not exceeding forty dollars or imprisonment not exceeding thirty days.

June 29, 1886, O., Sec. 359.—Right of Amendment Reserved

Sec. 560. The corporate authorities reserve the right to amend or alter this Chapter whenever circumstances may require it, and the granting of the privilege to this company to construct its track through any street is not exclusive, and the city authorities may grant the same right to other companies through the same streets or thoroughfares, if they deem it advisable.

Oct. 11, 1892, O., Sec. 360.—Rights of C. E. S. R., L. & P. Co.—Amendment

Sec. 561. The Columbia Electric Street Railway, Light and Power Company having purchased the line of street railway of the Columbia Street Railway Company, with its franchises, rights, and privileges, the powers and privileges heretofore granted to the Columbia Street Railway Company are hereby conferred upon the former company, and the said company shall be subject to all the duties, liabilities, restrictions and regulations now or hereafter prescribed for said Columbia Street Railway Company.

Ib., Sec. 361.—Electricity or Motive Power Allowed—Line of Railway—Amendment—How Tracts to be Laid—Speed

Sec. 562. The Columbia Electric Street Railway, Light and Power Company shall have the privilege of using electricity as a motive power for its cars, and the further privilege of laying two tracks from the Union Depot on Gervais Street to Richardson Street, and along Richardson Street to Laurel Street, said tracks not to be more than six feet apart; and one track from the Union Depot on Gervais Street to the river. On streets where single tracks run, turnouts will be allowed where necessary; said company [fol. 984] may relay the track of the railway line purchased by them along the entire line, and to erect poles between the said tracks on the centre line of the streets, except where such lines are to run on streets with shade trees, where the lines, tracks and poles shall run between the sidewalk on one side and the centre line of the street, and as near the centre of the street as practicable, and to hang all necessary wires thereon, and to erect poles and hang feed wires thereon from its power station along such streets as may be most convenient to such points on its line as it may be desired to reach; and to have the further privilege of running its cars at the rate of speed not exceeding ten miles per hour on Main Street and not exceeding twenty miles per hour on all side streets; and in all other respects said company is to have the rights and privileges conferred upon the Columbia Street Railway Com-

pany, and be subject to the restrictions and conditions hereinbefore prescribed for said company.

O., Nov. 24, 1896.—Grant of Right to Lay Tracking on Certain Streets—Ib., Proviso

Sec. 563. The Columbia Electric Street Railway, Light and Power Company shall also have the privilege of laying a single track on Pickens Street from Laurel to Blanding Street, on Blanding Street from Pickens to Gregg Street, on Gregg Street from Glanding Street to Taylor Street, on Taylor Street from Gregg Street to the Eastern line of Hardin Street, on Gervais Street from Main Street to Hardin Street, on Hardin Street from Gervais Street to Green Street, on Richland Street from Main Street to Gadsden Street, on Gadsden Street to Elmwood Avenue: Provided, however, That the above privileges are upon the [fol. 985] express condition that the said company comply with all the rules, regulations and Ordinances of the City of Columbia, now of force or hereafter to be enacted, relating to the construction of street railways and the operation of the same: Provided, also, That the above privilege shall be subject to the provisions of Section 560 of the Revised Ordinances of the City of Columbia.

O. Aug. 23, 1904.—Grant of Right to Lay Tracks on Certain Streets—Ib., Proviso—Ib., Proviso

Sec. 564. The Columbia Electric Street Railway, Light and Power Company is hereby empowered and authorized to build, construct and maintain either a single or double track of its street railway from its present track in Indigo Street down Wayne Street and across Lower Street, and to operate thereon its street cars, and for the purpose a right of way of twenty eight (28) feet in width is hereby given to the said Columbia Electric Street Railway, Light and Power Company in Indigo, Wayne and Lower Streets, so long as the same may be used for street railway purposes: Provided, however, That the above privileges are upon the express condition that the said company comply with all the rules, regulations and Ordinances of the City of Columbia, now of force or hereafter to be enacted, relating to the construction of street railways and the operation of

the same: Provided, also, That the above privilege be subject to the provisions of Section 560 of the Revised Ordinances of the City of Columbia; and said track shall be laid under the supervision of the Street Committee and Superintendent of Streets.

[fol. 986] Oct. 11, 1892, O., Sec. 362.—Right to Amend Reserved

Sec. 565. The City Council of Columbia shall have power, and hereby reserves the right, to regulate by ordinance the manner of operating said electric railway, and to alter and amend the Ordinances of this city relating thereto, by such further enactments as, in their judgment, the public welfare may demand.

Amendment, July 23, 1895.—Cars Must Have Conductors

Sec. 566. It shall be unlawful for any electric street car to be run in the streets of Columbia unless the same is in charge of a conductor.

Ib.—Must Have Improved Fenders

Sec. 567. It shall be unlawful for any electric car to be run in the streets of Columbia unless said car be provided with the most improved fenders for the protection of the public safety.

Ib.—Penalty

Sec. 568. Any violation of the provisions of either of the two preceding Sections shall be punishable, upon conviction, by a fine not exceeding forty dollars.

Grant to Suburban Transit Company

O., April 9, 1907.—Grant of Right to Lay Single Track on Bull Street

Sec. 569. Under the restrictions, negotiations, terms and conditions that are herein and may be hereafter imposed and subject to the provisions of Sections 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 565, 566, and 567, of the

Revised Ordinances of the City of Columbia applicable to or affecting electric street railways, and all amendments thereto, The Suburban Transit Company is hereby granted the privilege of constructing and laying a single track through and along Bull Street from its intersection with Laurel Street to the Northern terminus of said Bull Street, and also of erecting poles, stretching wires, and using such [fol. 987] other appliances as are necessary and proper for the construction and equipment of an electric street railway, with the right to operate electric cars thereon; Provided, The passenger fare shall never exceed five cents.

Ib., Sec. 2.—To Indemnify City Against Damages

Sec. 570. The said Company shall indemnify the City of Columbia, S. C., against and assume all liability for damages which may arise or accrue to the City of Columbia, S. C., from any injury to person or property by reason of the doing of any work herein authorized and the operation of such railroad along said street, or the neglect of such company, or any of its agents or employees, to comply with any ordinance relative to the use or obstruction of the streets of the said city.

Ib., Sec. 3.—To Keep Up Street Along Line of Track at Least Three Feet on Either Side

Sec. 571. In consideration of the privileges and franchises herein granted, The Suburban Transit Company hereby covenants and agrees to conform to all the regulations and Ordinances of the City of Columbia and to maintain the street between their tracks, and not less than three feet on either side of same, in such manner and with such material as the Street Committee may direct.

Ib., Sec. 4.—Acceptance of Terms to be Filed—Pay City for Damages Incurred

Sec. 572. The said Company shall file with the City Clerk of the City of Columbia, S. C., its acceptance of this Ordinance within ten days from its passage; such acceptance by the company of this Ordinance shall be an agreement by it to pay to the City of Columbia any sum of money for which the City of Columbia may become liable from or by

reason of any injury against the said company is by this Ordinance required to indemnify the said City of Colum- [fol. 988] bia under Section No. 570, and to maintain the said street as provided in Section No. 571 of this Ordinance.

Ib., Sec. 5.—Date of Effect of Ordinance—Proviso

Sec. 573.—This ordinance shall be in force from and after the date of its passage: Provided, That unless said Suburban Transit Company shall complete and operate said railway within one year from the date of this Ordinance, this Ordinance shall be null and void.

Separate Accommodations on Street Cars for White and Colored Races

O., June 23, 1903.—Separate Accommodations to be Provided—How Provided

Sec. 574. That all street railway companies, now operating or hereafter to operate lines of street railways in the said city, be, and they are hereby, required to provide separate accommodations for the white and colored passengers on their cars, by reserving the two rear seats and spaces between all cross seated cars for the colored passengers, and the remaining seats and spaces for white passengers; but should the two rear seats thus reserved for colored passengers become filled with such passengers, then and in that event any colored person or persons offering as passenger may be assigned to a seat or seats next in front, provided sufficient room in front remains to accommodate the white passengers then on the cars in seats separate from the colored passengers. In such case the conductor, or person in charge of the car, shall have the authority for this purpose to move forward the white passengers to vacant places nearer the front, and in this manner to make additional room for the additional colored passengers. In like manner, should that portion of the car assigned to whites become filled with white passengers, then and in [fol. 989] that event any white persons offering as passengers may be assigned to a seat or seats next in rear, provided sufficient room in addition remain to accommodate

the colored passengers then on the car in seats separate from the white passenger or passengers, and the conductor, or other person in charge of the car, shall have authority to move back colored persons for this purpose to vacant places further back. On closed cars, having longitudinal seats, the white passengers shall be assigned to seats in the rear in the order in which said passengers shall enter the car until the intervening space between the white and colored passengers shall be filled.

Ib., Sec. 2.—Race to be Kept Separate by Conductor When Standing in Aisles

Sec. 575. That the conductor, or other person in charge of the car, in his discretion, may permit a reasonable number of persons to stand in the aisle between the seats, when an emergency for so doing arises; but in every such case the races must be kept in the portion of the car assigned to each, so that white and colored passengers shall be kept separate as far as practicable.

Ib., Sec. 3.—Conductors Can Assign Passengers to Seats—To Have Police Power

Sec. 576. That conductors, or other employees of said car, shall be required, and are hereby empowered, to assign all passengers to seats on the car under their charge in the manner aforesaid, so as to separate the white and colored races as much as practicable; and all conductors and other employees of said railway companies shall have, and are hereby invested with, police power of a police officer of said city, to carry out said provision, and for a violation of [fol. 990] this Ordinance any such employee or officer shall be deemed guilty of disorderly conduct and, on conviction, be fined in the sum not to exceed forty dollars, or imprisoned or sentenced to work on the chaingang for a term not to exceed thirty days, in the discretion of the Recorder.

Ib., Sec. 4.—Passengers Guilty of Disorderly Conduct—When?—Penalty—Proviso

Sec. 577. That any passenger or passengers refusing to be assigned to seats or space in accordance with the fore-

going regulation shall be deemed guilty of disorderly conduct, violative of this Ordinance, and, on conviction, shall be fined in a sum not to exceed forty dollars or imprisoned or sentenced to work on the chaingang for a term not to exceed thirty days, in the discretion of the Recorder: Provided, always, That any person in immediate charge of any white child or children, or any sick or infirm white person, shall be permitted to ride with said child or children, or any sick or infirm white person, in the portion of the car assigned for the use of white passengers.

Ib., Sec. 5.—Officers of Railway Company Clothed with Police Power

Sec. 578. That the officers or agents of any street railway company operating cars in the City of Columbia are hereby clothed with authority to arrest any person or persons failing to comply with the terms of this Ordinance, and deliver them over to any police officer of said city.

Ib., Sec. 6.—Penalty For Not Providing Separate Accommodations

Sec. 579. That the Superintendent of said company, and any officer, agent or employee, who shall fail or refuse to provide for and enforce separation of the races upon the cars of said company operating in the City of Columbia, [fol. 991] shall pay a penalty not to exceed forty dollars or be imprisoned or sentenced to work on the chaingang for a term not to exceed thirty days, in the discretion of the Recorder.

Ib., Sec. 7.—Railway Companies May Provide Separate Cars

Sec. 580. That nothing in this Ordinance shall be construed as prohibiting the railway company from separating the races by means of separate cars on such lines or schedules as they may see fit, or from running cars exclusively for either race.

Ib., Sec. 8.—Seats for "Smoking"

Sec. 581. That the railway company may reserve the last seat of the last two seats in the rear of cross seated open

cars exclusively for smoking; in that event the term "two rear seats," whenever mentioned in the foregoing Ordinance, shall be construed to mean the two seats immediately in front of the said seat or seats thus reserved for smoking.

Ib., Sec. 9.—When to Take Effect

Sec. 582. This Ordinance to be in effect July 15, 1903.

[fol. 992] EXHIBIT No. 11

"Granting the Right to Columbia Railway, Gas & Electric Co. to Lay Tracks on Certain Streets

Section 1. Be it ordained by the Mayor and Councilmen of the City of Columbia in Council assembled, That the Columbia Railway, Gas & Electric Company is hereby empowered and authorized to build, construct and maintain a single track for its electric street railway, together with the poles, wires and necessary appurtenances, from existing track on Harden Street out Hampton Street to Heidt Street and thence on Heidt Street to the southern line of Taylor Street: Provided, That such track be laid out and constructed under the supervision of the City Engineer; and Provided further, That the above privileges are upon the express condition that the said Company comply with all the rules, regulations and ordinances of the City of Columbia, now of force or hereafter to be enacted, relating to the construction of street railways and the operation of the same: Provided, also, That the above privileges shall be subject to the provision of Section 594 of the Revised Ordinances of the City of Columbia, as codified in 1920. Provided, That all expense including all necessary filling and grading be borne by Columbia Railway, Gas & Electric Company.

Done and ratified under the corporate seal of the City of Columbia this 23rd day of August A. D. 1921."

[fol. 993] EXHIBIT 15

THE STATE OF SOUTH CAROLINA:

Whereas, F. H. Hyatt and his associates (hereafter to be incorporated) propose *of* build and construct a street-car

railroad from some point in the City of Columbia on Elmwood Avenue to a point at or near Marstellar's Spring on the Monticello or Winnsboro Road; and

Whereas, the construction of such a road would be of advantage and benefit to the intervening lands,

Now, therefore, we the undersigned, covenant and agree to and with said F. H. Hyatt and his associates and their assigns, and with each other, to grant, bargain, sell, and convey, and we do hereby grant, bargain, sell and convey, (in consideration of the premises) to the said F. H. Hyatt and his associates, their executors, administrators, heirs and assigns, the right of way over any and all lands owned or controlled by us respectively in part or in whole, (to the full extent of our interest or authority) and lying between the said two points for the purpose of the construction of the said Railroad.

Witness our hands and seals this 11th day of April, A. D. 1896.

G. W. Newman (Seal), R. C. Keenan (Seal), C. S. Wiles (Seal), G. F. Wiles (Seal).

I sign the above on the condition that the right of way only applies to the east side of the Monticello Road; all fencing removed to be replaced by new fencing at the expense of the owners of the proposed Road. The right of way not to exceed five ft. except upper and around tree.

Thos. C. Pope.

[fol. 994] EXHIBIT 16

THE STATE OF SOUTH CAROLINA:

Whereas, F. H. Hyatt and his associates (hereafter to be incorporated) proposes to build a street car railroad from same point at or near Marstellar's Spring on the Monticello or Winnsboro Road; and

Whereas, such road would be a great public convenience,

Now, therefore, we, the undersigned consent and agree that in the construction of the said road, the said Hyatt and his associates and their assigns shall have the right of way over that portion of the said Monticello road lying between the construction of such railroad provided the

same shall be constructed on the side of the road and provided further that said Monticello road shall not be obstructed so as to impede travel and the passage of vehicles along the same, and provided further that said railroad and said Monticello road, along the line thereof, shall be kept, with reference to each other, in as good condition as the street railway and the streets it traverses in the City of Columbia.

F. S. Earle, Com. W. P. Booker, W. W. Weston, W. D. Davis.

Resolved: That F. H. Hyatt and his associates, and their assigns be, and they are hereby authorized to construct and operate an electric railway on and along the side of *the side of* the Monticello road from the boundary line of the City of Columbia, to a point at or near where land of T. C. Pope corners on the road about one hundred yards beyond his house, with the privilege of crossing said road where said railway shall lease the same; provided said F. H. Hyatt and his associates, and their assigns, shall keep the said road along the side of said railway in as good condition as the streets of Columbia, where traversed by the existing railway.

I hereby certify that the above is an exact copy of the [fol. 995] Resolution adopted by the County Board of Commissioners, May 11th, 1896.

C. M. Souglas, Clk. Co. Bd. Coms. (Seal of Commrs.)

May 13, '96.

Recorded 8th July, 1896, in Deec Book "Z," at page 387.

A true copy. Attest: 2-29-28. C. E. Humaut, C. C. C. P. & G. S. (Seal.)

[fol. 996] EXHIBIT No. 16

F. H. Hyatt for himself and associates

to

The Columbia and Eau Claire Electric Railway Company

"Whereas F. H. Hyatt acting for himself and his associates, since incorporated as 'The Columbia and Eau Claire

Electric Railway Company' secured certain rights of way from the owners of intervening lands and from the County of Richland as appears by the written agreements of the said owners and of the County Board of Commissioners of Richland County hereto attached, and having secured such rights of way has caused to be constructed an electric railroad from Elmwood Avenue in the City of Columbia to a point at or near Marstellars Spring on the Monticello Road in Richland County, which said railway with the said rights of way and other appurtenances thereto belonging the said F. H. Hyatt and his associates have subscribed to the capital stock of the said 'Columbia and Eau Claire Railway Company' at a valuation of eighteen thousand dollars, and have delivered and turned over the same to said company; and whereas it is desired that said F. H. Hyatt for himself and his associates should make formal transfer in writing of said railway and its appurtenances to said company: Now, know all men by these presents that I, F. H. Hyatt, for myself and my associates, do hereby grant, bargain, sell, release, deliver, assign and transfer and set over to the said 'Columbia & Eau Claire Electric Railway Company' the aforesaid electric railway, together with the rights of way and all the appurtenances thereto belonging. To have and to hold to the said company, its successors and assigns forever."

In witness whereof I, the said F. H. Hyatt for myself and my associates have hereunto set my hand and seal this 15th day of June, 1896.

F. H. Hyatt, for Self and Associates. (L. S.)

Signed, sealed and delivered in the presence of W. E. Young, Sam'l B. Love.

(Properly probated.)

Deed. Dated 8 Feb., 1900; Rec. 18 Feb., 1904. AJ-198

The Columbia & Eau Claire Electric Railway Company

to

The Columbia Electric Street Railway, Light & Power Company

Consideration, $20,000.00, Paid

Conveys "All that line of railway, rights of way, privileges and appurtenances of the railway, extending from

Elmwood Avenue, in the City of Columbia, in the County of Richland, and State aforesaid, north along line of Main Street and of the Columbia and Winnsboro public road to Hyatt Park.

(2) Also all that tract or parcel of land situate in the County of Richland, State aforesaid, about two miles north of the City of Columbia, known as Hyatts Park, with the [fol. 997] auditorium, pavilion and other improvements thereon, said tract of land containing twenty acres, more or less, bounded on the north by the street laid off on the map of the Town of Eau Claire as Fifth Avenue on the east by First Street, or said public road from Columbia to Winnsboro, and the road from Columbia to Monticello, on the south by Third Avenue, and on the west by Park Street."

[fol. 998] Ordinance Further Regulating Street-car Traffic in the City of Columbia

"Whereas, it is provided in and by the statutes and the ordinances constituting the charter agreements under which the Broad River Power Company and the Columbia Railway, Gas and Electric Company have acquired and exercised the franchises and privileges to supply to the City of Columbia and community the public utilities of gas, electric light, power and street railway service that said privileges were granted 'upon the express condition that the said company comply with all the rules, regulations and ordinances of the City of Columbia now of force or hereafter to be enacted, relating to the construction of street railways and the operation of the same' (See Ord. Nov. 24, 1896, Sec. 563; Revised Ord. 1920, Sec. 507), and that city council should have the right to amend the street car ordinances 'whenever circumstances may require it' (See Sec. 560 Ord. June 29, 1886; Sec. 594 Ord. 1920), and further that the council should have the right and power 'to regulate by ordinance the manner of operating said electric railway and to alter and amend the ordinances of the city by such further enactments as in their judgment the public welfare may demand' (See Ordinance Oct. 11, 1892, Sec. 565; Revised Ord. 1920, Sec. 599), and

Whereas, the ordinance heretofore enacted on 29 June, 1886, providing for the daily operation of the street car service and fixing a schedule of at least one car per hour from 7 A. M. to 9 P. M. prescribed for the operation of street cars, is insufficient to meet the needs of the traffic at this time when the population of the city of Columbia and community have more than trebled since 1886, and present circumstances require an amendment of said ordinance, and in the judgment of Council the public welfare demands a more frequent schedule.

Now, therefore, be it ordained by the mayor and councilmen of the city of Columbia, acting in pursuance of the powers and authority hereinabove referred to, that the following section of the ordinance relating to street railways enacted on 29 June, 1886, as Sec. 352, (Ord. 1907, p. 145) and reenacted into the ordinance of 1920 (Ord. 1920, p. 191) as Sec. 583:

'Sec. 553: When Cars to Run.—It shall be the duty of the Company on week days to run a car for passengers at least every hour from 7 A. M. to 9 P. M., except on that portion of the road which shall be laid for pleasure trips only, the running of which shall be directed by the Company until directed by Council to change the same, but this Section shall not be construed to prevent trips during the whole night should the Company so desire,' be amended and modified so as to read as follows:

When Cars to Run: It shall be the duty of the said Companies to run their cars on all their several lines leading into and from the City of Columbia, as well as all lines within the City, for passengers, so as to provide a service for all points served by said lines of at least one car every thirty minutes from 6 A. M. to 11 P. M. daily.

Provided: This Ordinance is not intended in any way to modify, affect, or release, any contract requiring the Companies to maintain a more frequent schedule.

The said Companies are hereby required and directed forthwith to institute and maintain the said schedule, and to keep the same in constant operation subject to the further orders of Council."

[fol. 999] Columbia, S. C., 24th August, 1906.

To the Columbia Electric Street Railway, Light and Power Company:

Dear Sirs: Referring to the proposed extension of the line of street railway of the Hyatt Improvement Co. and the operation of the same the North Columbia Land Co. submits the following proposition:

1. That the Columbia Electric Street Railway, Light & Power Co. (hereinafter called Street Railway Co.) will build and construct an extension to the present line of street railway of the Hyatt Improvement Co. (hereinafter called Improvement Co.) commencing at its present terminus in front of The Columbia College about three miles north of the City of Columbia, S. C., and running thence around the eastern side of the land of the said College in a northerly direction over and across such streets as the North Columbia Land Co. (Hereinafter called Land Co.) shall indicate in writing to a point on the land of the said Land Co. two miles distant from the junction of the lines of railway of the said Improvement Co. and the said St. Ry. Co. at Hyatt Park, the said proposed extension to be of standard construction, to be commenced forthwith upon the acceptance of this proposition and to be completed and in operation by the 1st day of November, 1906.

2. That the said St. Ry. Co. after the present line of the said Improvement Co. shall have been conveyed to it as hereinafter provided will thenceforth maintain and keep the same in good condition and repair, and will likewise after the proposed extension is completed as herein provided thenceforth maintain and keep it in good condition and repair, and run and operate street railway cars over the said line and extension in connection with its lines of street railway in and near the said City of Columbia on convenient and reasonable schedules of not less than one car for every [fol. 1000] hour from 8 o'clock in the morning to 8 o'clock at night, and as much later and oftener as travel will warrant, of each day, at one fare of not more than 5¢ for each passenger from and to any of the usual stopping places on any of its lines including the line of the said Improvement Co. and the proposed extension: it being

expressly understood that one of the chief purposes moving the said Land Co. to make this proposition is that it may secure one fare of not more than 5¢ for each passenger going to and from its land through a part of which the proposed extension is to run.

3. That the said Land Co. will procure to be granted and conveyed to the said Street Ry. Co., its successors and assigns the entire line, rights, franchises and equipment of the said Improvement Co., and all such rights of way as may be necessary for the building and construction of the proposed extension, and will reimburse the said Street Ry. Co. to the full amount of the actual cost of building the proposed extension upon the completion thereof.

4. That the said Street Ry. Co. will give and deliver to the said Land Co. its first mortgage coupon bonds in an amount equal at their par value to one-half of the actual cost of the construction of the said line of the said Improvement Co. upon the delivery to it of a conveyance of the same as hereinabove provided, and will give and deliver to the said Land Co. like bonds in an amount equal at their par value to one-half the actual cost of the construction of the proposed extension upon the completion thereof, and the payment to it by the said Land Co. of the full amount of the actual cost of the construction as hereinabove stipulated.

5. That, for the period of 5 years, commencing with the date of these presents and ending on the 1st day of August, 1911, the said Street Ry. Co. will charge one-half of the actual cost of operating the street railway cars operated by it over the said line of the said Improvement Co. and the said proposed extension and one-half of all sums paid for [fol. 1001] damages for personal injuries resulting from accidents occurring on the said line of the said Improvement Co., or the said proposed extension, against the said Land Co. and will allow the said Land Co. a credit against the same in an amount equal to one and one-fourth cents for each pay passenger traveling over said line of said Improvement Co. or said extension, or any part thereof, during said period, upon statements rendered by the said Street Railway Co. every three months the said Land Co. will pay

to the said Street Railway the excess of the said charges over the said credits, or the said Street Railway over the said charges as the case may be.

Kindly let us hear from you as promptly as possible.

Very truly yours, North Columbia Land Company, by E. H. Hyatt, President.

Accepted: Columbia Electric Street Railway, Light & Power Co., by Edwin W. Robertson, President.

Endorsed on the back of the original is the following:

In consideration of two thousand dollars ($2.000.) paid to the above named street railway company by the above named Land Company, the receipt whereof is hereby acknowledged, and the release hereinafter set forth, the said Street Railway Company hereby releases and forever discharges the said Land Company from all claims, charges, demands and liability of every nature and kind whatsoever which the said Street Railway Company now has or which may hereafter accrue against the said Land Company under the above written agreement, or which may in any manner arise out of the operations of the said Street Railway Company under the said agreement, except only the liability of the said Land Company under the terms of the [fol. 1002] said agreement for one-half of all such sums as shall be paid for damages for personal injuries resulting from accidents occurring on the line of street railway acquired and constructed under the said agreement; and the said Land Company hereby releases, assigns, transfers and sets over to the said Street Railway Company, without recourse, all the right, share and interest, which it has under paragraph 5 of the said agreement, in and to all such moneys as may have been received or may hereafter be received with the profits, if any, in the operation of its street cars as provided in the said agreement.

It is further and mutually agreed that the above written agreement heretofore made shall in all other respects continue in full force.

In witness whereof the parties hereto have caused these presents to be signed by their respective Presidents, and

their corporate seals to be affixed and attested by their respective Secretaries, this — day of May, A. D. 1908.

North Columbia Land Company, by (Signed) F. H. Hyatt, President. Attest: (Signed) August Kohn, Secretary. The Columbia Electric Street Railway, Light & Power Company, by (Signed) Edwin W. Robertson, President. Attest: (Signed) G. M. Berry, Secretary.

Witnesses: (Signed) T. B. Stackhouse, (Signed) R. C. Wright.

[fol. 1003] EXHIBIT No. 17

This agreement between the North Columbia Land Co. (hereinafter called the Land Co.) and the Columbia Railway, Gas & Electric Co. (hereinafter called the Railway Co.) witnesseth:

That, Whereas, by Article 2 of an agreement between the Land Co. and the Columbia Electric Street Railway, Light & Power Co. (the predecessor of the Railway Co.), executed in August, 1906, and amended in other particulars in May, 1908, it is stipulated that the Railway Co. shall charge fare of not exceeding 5¢ for the transportation of each passenger as therein provided for;

It is expressly agreed between the parties that said agreement and article is hereby amended to the extent that said Railway Co. may increase said fare for each passenger beyond 5¢.

In witness whereof, the parties hereto have caused these presents to be signed by their respective presidents and their corporate seals to be affixed and attested by their respective secretaries, this 20th day of June, 1919.

Columbia Railway Gas & Electric Co., by (Signed) Edwin W. Robertson, President. Attest: (Signed) R. Charlton Wright, Secretary. In the presence of (Signed) L. F. Pearce, (Signed) H. S. Gould. North Columbia Land Company, by (Signed) August Kohn, President. Attest: —— ——, Secretary. In the presence of (Signed) Mabel C. Brice, (Signed) G. R. Kirby.

[fol. 1004] EXHIBIT No. 19

"STATE OF SOUTH CAROLINA:

Memorandum of agreement made this 30th day of May, A. D. 1910, between Shandon Annex Company, hereinafter called the Annex Company, and the Columbia Electric Street Railway, Light and Power Company, witnesseth:

1. The Railway Company agrees to build for the Annex Company an electric line of railway, including a track, bonding, grading, ties and overhead work, poles, and all necessary equipment and accessories, for all of which the said Annex Company will pay in cash at the time the materials for the said electric railway shall be ordered.

2. The said railway shall begin at the intersection of Woodrow and Divine Streets in the Town of Shandon and run southwardly from said Woodrow Street to First Avenue, on the property of Dr. W. B. Burney; thence in an eastwardly direction through the said First Avenue to Shandon Street (Shandon Street is the dividing line between the property of Dr. W. B. Burney, known as South Shandon, and the property of the Shandon Annex Company, known as Shandon Annex), thence making a bend in a southwardly direction to First Avenue in Shandon Annex; thence eastwardly through said First Avenue to Walker Street in Shandon Annex; thence southwardly through said Walker Street to Third Avenue in Shandon Annex.

3. All material shall be paid for in cash by the Shandon Annex Company at the time the same shall be ordered by the Railway Company, and the Annex Company agrees each week during the progress of the said work, upon presentation of the payroll for the said work, to pay the same to the Railway Company in cash. It is distinctly understood and agreed that at any time should the said Annex Company not meet any payment provided for in this contract, the said Railway Company shall have the right to stop and suspend all work on said railway.

4. The Railway Company agrees to operate said railway as follows: it will furnish power and operatives therefor, and will maintain not less than one standard car on a regular schedule between the terminus of the said line and the corner of Main and Gervais Streets, the schedule of said

car to be maintained as far as possible with a view to giving the most convenient schedule for Shandon Annex, and not less than one car an hour. The car on the said line shall start as early and run as late at night as the travel over the said line shall justify. The Railway Company agrees to charge one five cent fare and to furnish transfers in the same manner and under the same rules as upon other lines of the Railway Company, subject to all reasonable rules and regulations which may be necessary to prevent the abuse of transfers.

5. In consideration of the payment to the Railway Company in cash by the Annex Company of the sum of twenty-five hundred dollars ($2500.00), and, when the said railway shall be completed, delivering to the said railway and absolute and unqualified transfer and conveyance of said railway and appurtenances thereto, including the right of way in perpetuity not less than thirty feet wide, with the privilege of double tracking same should it become necessary or expedient, the Railway Company to put in operation the schedule above described and to maintain the same; and it is agreed that the said payment and the said transfer and conveyance shall be in full settlement and payment for the said operation of said railway, and that the Annex Company will not be liable thereafter for any expense, damages or claims that may arise as a result of the operation or maintenance of said railway, except such claims, damages or expense as may arise from any defect in title in the Annex Company, or which may be necessary to perfect and maintain the proper right of way over which the said railway shall operate, which shall be paid by the said Annex Company.

[fol. 1005] 6. It is agreed that all material used in the construction of said railway will be new and that the material and workmanship will be of the same quality and standard as that at the present time maintained upon other lines of the railway company, and the rail therefor shall be not less than 60-lb. rail.

7. It is understood and agreed that in computing the cost of said railway there shall be included in the cost ten per cent of the actual payroll of overhead construction which shall be paid to Wm. M. Shannon for superintendence, and

ten per cent of the actual payroll of said railway construction shall be paid to Alfred Wallace for superintendence, and all costs for unloading, transportation of material, and any and all items which are necessarily incident to said railway line shall be included in the cost of construction.

8. It is agreed that the said Annex Company shall pay for the switches necessary at the corner of Woodrow and Divine Street-, and shall pay for sidetrack and switches which will be necessary between Harden Street and Main Street in the City of Columbia.

9. This contract to be open for acceptance up to and including June 30, 1910, after which date this contract shall be null and void.

10. It is further agreed as a condition precedent to the validity of this contract that permission shall be obtained from the City of Columbia, S. C. to lay the switches at intersection Henderson Street and Gervais Street which will be necessary for the operation of said line.

11. And it is further mutually agreed and understood that all the terms and conditions set forth herein are also binding upon the successors and assigns of the Shandon Annex Company and the Columbia Electric Railway, Light & Power Company.

In witness whereof, this agreement executed in duplicate, has been executed on behalf of the Shandon Annex Company, by Julius H. Walker, its President, and countersigned by Bruce W. Ravenel, its Secretary; and on behalf of the Columbia Electric Street Railway, Light & Power Company, by Edwin W. Robertson, its President and countersigned by G. M. Berry, its Secretary.

The Shandon Annex Company, by Julius H. Walker, President; Bruce W. Ravenel, Secretary. The Columbia Electric Street Railway, Light & Power Company, by Edwin W. Robertson, President; G. M. Berry, Secretary."

In the presence of C. W. Moorman, G. M. Whaley, R. C. Wright.

[fol. 1006] EXHIBIT No. 20

"STATE OF SOUTH CAROLINA,
Richland County:

Memorandum of agreement made this 30th day of June, 1910, by and between the Shandon Annex Company, a domestic corporation of the first part, and William B. Burney of the City of Columbia, County and State aforesaid, of the second part.

Whereas said parties are about to have constructed a line of electric railway, including trackage, bonding, grading, cross-ties, overhead work, poles and all necessary equipment and accessories; to connect with the present line of street railway now being operated by the Columbia Electric Street Railway, Light and Power Company through the street known as Divine Street in the Town of Shandon; and to run from thence to and through the property of said second party, known as "South Shandon" and also to and into the property of said first party, known as "Shandon Annex" by the following course or route, to wit: Commencing at the intersection of said Divine Street and the Street known as King Street in said Town of Shandon and running thence southerly through the said King Street to the street known as Second Avenue in South Shandon; thence easterly through said Second Avenue in South Shandon to Shandon Street, the dividing line between the aforesaid properties of the parties hereto; thence continuing easterly, through the street known as Second Avenue in Snandon Annex, to Walker Street; thence southerly through Walker Street to the street known as Third Avenue in Shandon Annex;

Now, therefore, this agreement witnesseth: That said parties agree to deposit in The National Loan and Exchange Bank of Columbia, to the credit of G. M. Berry, Trustee, or in the Columbia National Bank, to the credit of T. H. Meighan, Trustee, equal sums of money, not to exceed in the aggregate the sum of six thousand dollars ($6,000) each, the same to be applied to the construction and equipment of said line of railway as above set forth, including the purchase of a car therefor as required by The Columbia Electric Street Railway Light and Power Company, and to be paid out for such purpose upon presentation of bills for such construction and equipment certified to be correct by said The Columbia Electric Street Railway Light and

Power Company and approved by said Shandon Annex Company.

And said second party further agrees, in consideration of the increased benefit to him through the location of said railway in said King Street, to assume and pay the entire cost of extra grading and other work, including the cost of materials and transportation thereof, requisite and necessary to make said King Street a suitable roadbed for said electric railway and to bring the roadbed to the proper level and grade.

And said first party promises and agrees, for its part to bear at its own proper cost and expense, the entire cost and expense of the construction and equipment of said railway, including the cost of the purchase of a car therefor, as aforesaid, over and above said sum of six thousand dollars ($6,000) which is the limit of the amount to be contributed by said second party as aforesaid. Said first party further agrees to do and perform all of the office and detail work that may be necessary during the construction of said railway, and to attend to all work connected with the settlement of bills and payrolls.

It is further mutually agreed that, upon the completion, of said railway, the total cost thereof shall be pro-rated according to the total length of said railway in feet and apportioned in three parts, to wit, the first part to cover that portion of the railway extending from Divine Street to the boundary line of said second party's land; the second part to cover that portion of the railway lying within the property of said second party; and the third part to cover that portion of the railway lying within the property of said [fol. 1007] first party hereto; It is further agreed that each party shall bear the cost of that portion of the road (when pro-rated as aforesaid) lying wholly within his or its lands and, in addition thereto, one-half of the cost of that portion of the road lying between Divine Street and the property of the second party and one-half of the cost of the car to be purchased therefor, as aforesaid. Provided, however, that in no event shall said second party be liable to pay anything beyond the six thousand dollars ($6,000) to be by him contributed as aforesaid. It being fully understood and agreed that the entire cost of construction and equipment of said railway, including said car over and above said sum of six thousand dollars ($6,000) shall be paid by said first

party. In the event, however, that the pro rata share of either party, computed as aforesaid, shall be less than the amount which may be deposited by such party as hereinabove provided then the amount of such excess shall be repaid by the said G. M. Berry, as Trustee, to the party, or parties, respectively in whose favor such excess shall be.

In consideration of the foregoing and of a certain contract in writing heretofore and on or about the 30th day of May, 1910, entered into between said first party and The Columbia Electric Street Railway Light & Power Company, whereby said last mentioned company has agreed with said first party to build and construct said proposed Railway according to the terms and conditions therein set forth, and wherein said first party hereto has agreed to give and grant to said Street Railway Company, when the said railway shall be completed, an absolute and unqualified transfer and conveyance of said railway and all the appurtenances thereof, including a right of way in perpetuity not less than thirty (30) feet wide through the streets traversed by the herein proposed railway, the said second party covenants and agrees that, upon the request of said first party, he, the said second party, will execute and deliver to the said Columbia Electric Street Railway, Light and Power Company a good and sufficient deed of conveyance, perpetuity, of a right of way thirty (30) feet wide through the streets on his said property traversed by the proposed railway and including said railway therein, free from all encumbrances.

In consideration of the agreements and stipulations above set forth, said first party agrees to begin the construction of said railway at the earliest possible moment, and further agrees to produce at any time, upon his request, all bills and accounts connected with the work and expenditures on said railway, for the inspection of said second party.

In witness whereof the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

The Shandon Annex Company, by (Signed) Julius H. Walker, Its President. Attest: Bruce W. Ravenel, Its Secretary. (L.S.) W. B. Burney. (L.S.)

In the presence of: As to the Shandon Annex Co., W. T. Love; as to W. B. Burney, W. M. Burney."

[fol. 1008] EXHIBIT No. 21

Walker, Ravenel & Company, Columbia, S. C.

December 21, 1910.

Dr. W. B. Burney, Columbia, S. C.

DEAR SIR: We have completed the payments on the car line and are about to have a settlement with Mr. Meighan. He has asked for a statement from you and ourselves stating that everything is completed and that his work is done. We are enclosing a statement made up by Mr. Meighan of the disbursements and you will note that there is a balance of $776.34 which amount comes to us, as your portion of the cost was $6,452.01. Our agreement was that you were only to put up $6,000, which you have done and are therefore not liable for any further payment. We enclose herewith a statement showing the cost of the railway as divided between you and ourselves, this statement being based on Mr. Meighan's statement and the letter of the Shand Engineering Company, which is enclosed herewith showing the total number of feet in the line.

We have written a letter to Mr. Meighan as Trustee which we think will cover what he desires. We enclose this letter herewith and beg that you will sign it and return to us in order that we can hand it over to him.

Be good enough to return the enclosed statement in order that we can file it away and check it over with our vouchers.

Asking that you will send the enclosed letter and papers back by bearer, we are

Yours truly, The Shandon Annex Company, by Bruce W. Ravenel, Secty.

R/M.

[fol. 1009] Statement of Length of Railway, Cost of Construction, Operation, *and* etc.

Total cost of construction	$8,723.66
Cost for Operation	2,500.00
Total	$11,223.66

Total number of feet in line as per measurement of the Shand Engineering Company		6,044
Neutral Line	1,090 Ft.	
Dr. Burney	3,060 Ft.	
The Shandon Annex Company	1,894 Ft.	
	6,044	
Rate of cost per foot for construction	$1.443	
Dr. Burney pays:		
½ of Neutral Line	786.43	
all on own property	4,415.58	
½ of operation cost	1,250.00	
	$6,452.01	

Dr. Burney's agreement has been fulfilled by his payment of $6,000.00 in Cash.

[fol. 1010] EXHIBIT No. 22

An ordinance to grant the Shandon Annex Company the right to lay its tracks through a portion of the town of Shandon subject to certain restrictions, terms and regulations thereto and to the operation of its cars

Be it ordained by the Intendent and Wardens of the Town of Shandon in Council assembled:

Section 1. That under the restrictions, negotiations, terms and conditions that are herein and may be hereafter imposed and subject to the provisions and ordinances of the Town of Shandon applicable to or affecting the electric street railways, the Shandon Annex Company is hereby granted the privilege of constructing and laying a single track through and along King Street, from its intersection with Divine Street to the southern terminus of said King Street, and also of erecting poles, stretching wires and using such other appliances as are necessary and proper for the construction and equipment of an electric street railway, with the right to operate electric cars

thereon, so long as the Columbia Electric Street Railway, Light & Power Company, or its successors, shall operate not less than four (4) cars an hour on its line from King Street through Divine and Maple Streets to Millwood Avenue, and in case the time between cars on said line shall exceed (15) fifteen minutes for the regular schedule this franchise shall cease to exist: Provided that the passenger fare shall never exceed five cents.

Section 2. That the said Company shall indemnify the Town of Shandon Annex and assume all liability for damages which may arise or accrue to the Town of Shandon from any injury to person or property by reason of the doing of any work herein authorized and in the operation of such railroad along said streets, or the neglect of the company or any of its agents or employees to comply with any ordinance relative to the use or construction of the streets in the said Town.

Section 3. That in consideration of the privileges and franchises herein granted the Shandon Annex Company hereby covenants and agrees to conform to all the regulations and ordinances of the Town of Shandon and to grade King Street between Divine and Wheat Streets as may be directed by Town Council, under the supervision of an Engineer to be selected by said Council if they deem the services of an engineer necessary—any reasonable expense incurred by Town Council in connection with this matter to be paid by said Shandon Annex Company; and to maintain the street between their tracks and not less than three feet on either side of the same in such manner and with such material as the Town Council may direct and to maintain at least two electric lights of not less than sixteen candle power at the intersection of King and Divine Streets, at King and Blossom Streets, and at King and Wheat Streets when so directed by the Town Council of the said Town.

Section 4. That the said company shall file with the Town Clerk of the said Town an acceptance of this ordinance on or before the 1st day of August, 1910, such acceptance of this ordinance by the said company shall be an agreement to comply with its requirements to pay the Town of Shandon any sum of money for which the said Town may be-

come liable from or by reason of injury against the said company, is by this ordinance required to indemnify said Town of Shandon under Section 2, and to grade and maintain the said streets and lines as provided in section 3 of this ordinance.

Section 5. This ordinance shall be in force from and after the date of its passage; provided, that unless the said Shandon Annex Company shall complete and operate the said railway within one year from the date of this ordinance, this ordinance shall be null and void.

[fol. 1011] Done and ratified under the corporate seal of the Town of Shandon, this twelfth day of July in the year of our Lord one thousand nine hundred and ten.

C. M. Scott, Intendent.

Attest: S. T. Carter, Clerk."

Council adjourned. S. T. Carter.

"Columbia, S. C., August 1, 1910.

To the Intendent and Wardens of the Town of Shandon, Columbia, C. C.

Dear Sirs: This is to advise you that we accept the ordinance recently passed by you and dated the 12th of July 1910, giving us a right of way to lay a railway through King Street from Divine Street in Shandon.

Yours truly, The Shandon Annex Company, per Bruce W. Ravenel, Secretary."

[fol. 1012] Exhibit No. 23

Contract with Columbis Land and Investment Company

"State of South Carolina,
County of Richland:

The Columbia Land and Investment Co.

to

The Columbia Electric Railway and Pr. Co.

This memorandum, executed in duplicate and interchangeably delivered between the Columbia Land and In-

vestment Company, a corporation duly organized under the laws of the State of South Carolina and doing business at the City of Columbia, in the said State, and the Columbia Electric Railway Light and Power Company, likewise a corporation organized under the laws of the State of South Carolina, and doing business at the City of Columbia in said State. Witnesseth a lease as follows, to wit:

Whereas, the said parties did, on the sixteenth day of April, 1900 enter into an agreement for the construction of a certain line of railway from a point at or near the Shandon Prevalion across the regular square bounded by Divine, High and Hampton Streets, and on unknown street 50 feet, the same being one of the streets of the Village of Shandon, the property owned by the party of the first part, and by a straight line across the tract of land lying east of said village of Shandon known as the Newsom tract, to a point on the eastern border of the said Newsom tract; by which agreement it was covenanted that the party of the second part hereto should construct said line of railway in a first class manner, similar to the manner of construction of the other lines owned by said party of the second part, and further agreeing to operate the said extension with its electric troll-y cars, running at least one car per hour over said extension each way between the hours of 7:30 A. M. and 8 P. M. daily and to continue for two years the operation thereof and to maintain the said lines in thoroughly good order; and

Whereas, by said agreement it was further covenanted that the party of the first part hereto shall pay, as the work progressed, the entire actual costs of the construction of the said extension, the title to said extension remaining in the party of the first part hereto, the construction of the party of the second party hereto being for the benefit *for* the party of the first part hereto and *tha*t its costs; and it was further covenanted at the end of the two years' operation of said line by the party of the first part, it was to be free of all rental and charges except that of maintaining the line in good order, the party of the second part hereto to have the right to purchase the said line by retaining to the party of the first hereto a sum equal to the actual costs of construction of said extension as paid by the

party of the second part, without interest, and that if the party of the second part should fail to purchase the said extension at such price then it covenanted and agreed to take a lease of said extension for the period of ninety-nine years, binding itself to operate the said line in the manner prescribed for the operation thereof during the period of two years above stipulated, and binding itself to maintain in thorough repair the said line and to pay therefor, semi-annually, as rental for said line, a sum equivalent to interest at the rate of six per cent per annum upon the costs upon construction of said line, however, provided that the party of the second part hereto should have the option of purchasing the said line at any time during the term of said lease at a price equivalent to the costs of construction thereof, as above stipulated, together with interest thereon from the date of the last semi-annual payment of rental; it being understood and agreed that such interest should be chargeable only in case the option of purchasing should be exercised between the date for the semi-annual payment of rental and only to cover such time as may not have been covered by the rental paid; and it was further cove- [fol. 1013] nanted that the party of the second part hereto should indemnify and save harmless the party of the first part hereto from liability for damages caused by accident while constructing or operating the said lines as above stipulated for, and

Whereas, the said line of railway was built and constructed by the party of the second part hereto at a cost of seven thousand four hundred and nine and 57/100 ($7,409.57) dollars, which was fully refunded and paid by the party of the second part hereto; and

Whereas the operation of the said railway for the period of two years did commence on the fifteenth day of August 1900 and the full period of two years was completed on the fifteenth day of August 1902; and

Whereas the party of the second part hereto has announced that it will not exercise the option of purchasing the said line of railway at the price fixed by said agreement, but will take a lease thereof as stipulated in said agreement;

Now therefore, know all men by the presents, that the Columbia Land and Investment Company party of the

first part does hereby demise and lease to the Columbia Electric Street Railway Light and Power Company, party of the second part,

All that line of railway now operated by party of the second part hereto as an extension to it Harden Street Line, commencing at a point near the Shandon Prevalion and extending across the regular square bounded by Divine, High and Hampton Streets, and an unnamed street fifty feet wide, to Divine Street, thence through the entire length of Divine Street, which is one of the streets of the village of Shandon, and by a straight line across the tract of land lying east of said village of Shandon known as the Newsom tract, to the present terminus of said road at a point near the eastern border of said tract of land.

Together with the right members and appurtenances to the said railway belonging.

To have and to hold the said line of railway with its rights and appurtenances to the party of the second part, its successors and assigns for the full period of ninety-nine years, commencing on the fifteenth day of August 1902; the party of the second part yielding and paying therefor a rental of Four Hundred and Forty-four and fifty six one hundredths ($444.56) dollars per annum, payable in two equal semi-annual installments of two hundred and twenty two and 28/100 ($222.28) dollars, on the fifteenth day of February and August of each and every year during the continuance of the time of this lease.

The party of the second part hereby covenants and agrees that it will, at all times during the continuance of this lease, and to the end thereof, maintain the line of said railway in good order, making all necessary repairs and renewals thereof for that purpose, paying all taxes and charges thereon, and that it will, during said period, continuously operate said line of railway by running at least one car per hour each way over the same between the hours of 7:30 A. M. and 8 P. M. daily; and that it will, at all times indemnify and save harmless the party of the first part from liability for damage caused by accident or otherwise by operating the said lines or railway as above stipulated for.

Provided further, that if the said semi-annual rental shall be due and unpaid for the period of three months, then the party of the first part hereto shall, at its option, have

the right to reenter on said premises and terminate this lease and repossess itself of said line of railway, its rights, and appurtenances; but such right shall not in anywise affect the right of the party of the first part hereto to enforce the payment of such semi-annual rental which may now or hereafter be furnished it by the laws of the State of South Carolina.

[fol. 1014] It is further, however, covenanted and agreed, that the party of the second part may, at any time during the continuance of this lease, exercise the option of purchasing the said line at the price of Seven Thousand Four Hundred and Nine and 57/100 ($7,409.57) dollars with interest thereon from the last rental day, it being the purpose that such interest is to be chargeable in case the option of purchasing the line is exercised by the party of the second part between the day of the semi-annual payments, and only to cover such time as may not be covered by the rentals paid, such price to be paid in case to the party of the first part or its assigns;

In witness whereof, this memorandum has been duly executed in duplicate by both of said parties and interchangeably delivered this sixth day of September in the year of our Lord one thousand nine hundred and two, and in the one hundred and twenty seventh year of the sovereignty of the Independence of the United States of America.

The Columbia Electric St. Ry., Light & Power Co.
W. A. Clark, Vice-President. Columbia Land & Investment Co., by Robert W. Shand, President.

In the presence of E. B. Clark.

State of South Carolina,
County of Richland:

Before me personally comes E. B. Clark who being duly sworn deposes and says; that he saw the Columbia Land and Investment Company by Robert W. Shand its President, and the Columbia Electric Street Railway Light and Power Company, by W. A. Clark its Vice President, sign, seal and deliver the within written instrument for the uses and purposes set forth therein, and that he witnessed the due execution thereof.

E. D. Clark.

Sworn and subscribed to before me this 23rd day of October, 1902. T. H. Meighn, Notary Public, S. C. (Notarial Seal.)

Recorded October 23rd, 1902, and del. to —— ——."

[fol. 1015] EXHIBIT 24

STATE OF SOUTH CAROLINA:

Know all men by these presents that the Suburban Transit Co., a corporation of the State of South Carolina, with its principal place of business at Columbia in said state in consideration of the sum of $1 to it paid by Columbia Ry., Gas & Electric Co., a corporation of said State, and other valuable consideration, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said Columbia Railway, Gas & Electric Co. all that certain line of Street Railway extending from the intersection of Laurel and Bull Sts. in the City of Columbia to its present terminus at Colonial Heights, including all tracks, poles, rights, easements, franchise, rights of way and all other interest and property appertaining to said Railway line together with the right of way granted to it by the Board of Regents of the State Hospital for the Insane by resolution dated the 13th of December 1906, the right of way granted by the Board of County Commissioners of Richland County held on the 22nd of December 1906, the right of way granted by Lorick & Lowrance on June 13th, 1906, the right of way granted by Milton Leverett, Mary B. Leverett, Lala A. Stork and C. P. I. Adams on the 8th of June 1906, the right of way granted by Milton Leverett, Lawrence Taylor and A. J. Mobley on the —— day of ——, 1906, and the right of way granted by Surburban Home Co., and all and singular all other rights, privileges, franchises and appurtenances of every nature and kind whatsoever unto the said line of Street railway belonging or in anywise incident or appertaining, whether herein above specifically enumerated or not.

To have and to hold all and singular the property and premises before mentioned unto the said Columbia Ry.,

Gas & Electric Co., its successors and assigns forever and The Surburban Transit Co. does hereby bind itself and its successors to warrant and forever defend all and singular the said property and premises unto the said Columbia Ry., Gas & Electric Co., its successors and assigns, against itself and its successors lawfully claiming, or to claim, the same or any part thereof.

In witness whereof, the said The Surburban Transit Co. has caused these presents to be signed and its corporate seal hereunto affixed by Julius H. Walker, its President, this 13th day of June in the year of our Lord one thousand nine hundred and twelve and in the 136th year of the sovereignty and Independence of the United States of America.

The Surburban Transit Company, by Julius H. Walker, President.

Signed, sealed and delivered in the presence of W. T. Love, Bruce W. Ravenel.

STATE OF SOUTH CAROLINA,
County of Richland:

Personally appeared Bruce W. Ravenel and made oath that he saw the within named The Surburban Transit Co. by the hands of Julius H. Walker, President, sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written deed for the uses and purposes therein mentioned, and that he, with W. L. Love, witnessed the execution thereof.

(Signed) Bruce W. Ravenel.

Sworn to and subscribed before me this 13th day of June, A. D. 1912. W. T. Love, N. P. for S. C.

[fol. 1016] EXHIBIT No. 25

Deed. Dated 19 October, 1906; Recorded 23 October, 1906, in the Office of the Clerk of Court for Richland County, in Book of Deeds "AL," Page 29

F. H. Hyatt and Hyatt Improvement Company, by F. H. Hyatt, President,

to

Columbia Electric Street Railway, Light & Power Company

In consideration of one dollar paid and other valuable considerations conveys: "All that certain line of street railway extending from Hyatt Park across the Monticello Road along and across the Winnsboro Road and over and along Hyatt Avenue to its present terminus in front of the Columbia College about three miles north of the City of Columbia, in the County of Richland, in the State of South Carolina, a more particular location whereof will appear by reference to a diagram embracing the same heretofore made by the Shand Engineering Company, dated 13th day of September 1906, together with the right of way heretofore granted to the said F. H. Hyatt by the Town of Eau Claire by an ordinance ratified on the 20th day of January, 1904, and the right of way and privileges heretofore granted to the said F. H. Hyatt by J. F. Ensor and Henrietta Ensor by their agreement in writing, dated the 28th day of August, 1905, and a right of way over and along the said Hyatt Avenue for the maintenance and operation of the said street railway and all and singular all other privileges, rights of way, franchises and appurtenances of every nature and kind whatsoever unto the said line of street railway belonging or in any wise incident or appertaining, whether hereinabove specifically enumerated or not," unto Columbia Electric Street Railway, Light & Power Company, its successors and assigns, with general warranty."

(Here follow Exhibits 12, 13, 14, 15, and 16 M. McF., side folios 1017-1036, inc.)

[fol. 1037] EXHIBIT 33

A Resolution

Whereas City Council of the City of Columbia feels that a well regulated street car service is the best solution of the transportation problem of our City.

And, whereas said Council believes that this is the opinion of a majority of the citizens, including the transportation committee recently appointed by City Council.

And, whereas the operation of a street car service which will adequately and reasonably service the public convenience and necessity will make unnecessary the operation of busses and other vehicles for hire on the streets of said City, the operation of which upon the crowded streets is endangering the public safety and will continue to do so with the ever increasing commerce and traffic of the City.

Now, therefore, be it resolved by the City Council of the City of Columbia that the present owners of the street railroad system be requested to immediately resume operation with the assurance from City Council that they will immediately pass and attempt to reigidly inforce all needful rules, regulations and Ordinances, as it may legally pass, as will afford to the street car service full protection in such service, and relieve said street car service from any and all competition.

Be it further resolved that a copy of this resolution be immediately forwarded to the Broad River Power Company whom Council is advised are the owners of a majority of the stock of Columbia Railway, Gas and Electric Company and that they be requested to advise Council as to whether or not they are willing to resume operation.

The above resolution was adopted at a special meeting of City Council held June 7, 1927.

[fol. 1038] Reporter's certificate omitted in printing.

ADDITIONAL ISSUE

$1,000,000

BROAD RIVER POWER COMPANY

First and Refunding Mortgage 5% Gold Bonds, Series A

Dated September 1, 1924 **Due September 1, 1954**

Interest is payable March 1 and September 1 in New York and Chicago without deduction for Federal Income Taxes now or hereafter deductible at the source, not in excess of 2%. Guaranty Trust Company of New York, Trustee. Coupon bonds in interchangeable denominations of $1,000, $500 and $100, registrable as to principal only and interchangeable with fully registered bonds of $1,000 or authorized multiples thereof. Redeemable as a whole or in part at any time upon thirty days' published notice at the following prices and accrued interest: To and including December 31, 1934 at 105, the premium decreasing ½ of 1% during each calendar year thereafter to maturity. The Company agrees to reimburse the holders of Series A Bonds, if requested within 60 days after payment, for the Pennsylvania and Connecticut 4 Mills and Maryland 4½ Mills Taxes, for the District of Columbia Personal Property Taxes not exceeding 5 Mills per dollar per annum and for the Massachusetts Income Tax on the interest not exceeding 6% of such interest per annum.

Broad River Power Company supplies electric light and power and gas to Columbia, South Carolina and vicinity. Columbia, the capital of South Carolina and county seat of Richland County, is the second largest city in the State. It is the financial, wholesale and retail, railway and highway center and has unlimited opportunities for industrial and business expansion. South Carolina has a favorable climate and advantageous location and its progress in recent years, particularly in the textile industry, has been marked. Over 200 textile mills, or 20% of the total mills in thirteen Southern States are located in South Carolina.

Mr. W. S. Barstow, President of the Company, has summarized his accompanying letter as follows:

The First and Refunding Mortgage 5% Gold Bonds, Series A, in the opinion of counsel, are secured by a Mortgage constituting a first lien on

with other interconnected companies operating in South Carolina controlled by that corporation, forms the basis of an important superpower

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Mr. W. S. Barstow, President of the Company, has summarized his accompanying letter as follows:

The First and Refunding Mortgage 5% Gold Bonds, Series A, in the opinion of counsel, are secured by a Mortgage constituting a first lien on the new steam generating station at Parr Shoals, on approximately 70 miles of double circuit steel tower 110,000 volt transmission lines and on other important property, and on all additions, extensions, plants and systems hereafter acquired not subject to lien at the time of such acquisition. The Mortgage securing these bonds is also a direct lien on all other property of the Company now owned or hereafter acquired, except certain property therein excepted, subject to divisional mortgage bonds now outstanding and to prior lien bonds, if any, on property hereafter acquired. There are now $297,000 divisional mortgage bonds pledged under this Mortgage and all such bonds hereafter issued must be likewise pledged.

Broad River Power Company, controlled by General Gas & Electric Corporation, together with other interconnected companies operating in South Carolina controlled by that corporation, forms the basis of an important superpower system in the territory served.

Net earnings for the twelve months ended August 31, 1926, were $1,081,509, as compared with annual interest requirements on the First and Refunding Bonds and Divisional Mortgage Bonds of $529,870.

The Company operates under favorable and satisfactory franchises which with minor exceptions are, in the opinion of counsel, without limit as to time.

Broad River Power Company, in common with the other subsidiaries of General Gas & Electric Corporation, is operated and managed by The W. S. Barstow Management Association, Inc., of New York City. This management has had many years experience in the operation of public utilities.

WE RECOMMEND THESE BONDS FOR INVESTMENT

PRICE ON APPLICATION

HALSEY, STUART & CO.

INCORPORATED

CHICAGO 201 SO. LA SALLE ST. | NEW YORK 14 WALL STREET | PHILADELPHIA 111 SO. 15TH STREET | BOSTON 50 DEVONSHIRE STREET

DETROIT 601 GRISWOLD STREET | ST. LOUIS 319 N. FOURTH STREET | MINNEAPOLIS 510 SECOND AVENUE S. | MILWAUKEE 425 E. WATER STREET | CLEVELAND 925 EUCLID AVENUE

These bonds are offered for delivery when as and if issued and accepted by us and subject to approval of counsel. It is expected that definitive bonds will be ready for delivery on or about September 23, 1926. All statements herein are official or are based on information which we regard as reliable, and while we do not guarantee them, we ourselves have relied upon them in the purchase of this security.

New York, September 16, 1926

Circular No. 285F.

H A L S E Y , S T U A R T & C O .

BROAD RIVER POWER COMPANY

Office of the President

New York, September 14, 1926.

Halsey, Stuart & Co., Inc.,
Pynchon & Co.

Gentlemen:

In connection with your purchase of $1,000,000 principal amount of First and Refunding Mortgage 5% Gold Bonds, Series A, of Broad River Power Company, I desire to submit the following information:

COMPANY

Broad River Power Company, organized under the laws of South Carolina, owns and operates the properties supplying electric power and light service to Columbia, S. C., and other communities in the central section of the state, including Eau Claire, Batesburg, Leesville, Lexington, Trenton and Johnston. The total population served in the Columbia district is over 100,000 of which more than 50,000 are in the city of Columbia, the capital of the State. The Company has recently completed and placed in operation 70 miles of double circuit steel tower 110,000 volt transmission lines extending from the new steam power plant at Parr Shoals to the district around Spartanburg, S. C., thereby enabling the Company to obtain a considerable amount of desirable power business. Broad River Power Company also owns the gas works and distributing system in Columbia and, in addition, substantially all the stock of the company operating the electric street railway system.

Broad River Power Company, controlled by General Gas & Electric Corporation, together with other interconnected companies operating in South Carolina controlled by that corporation, forms the basis of an important superpower system in the territory served.

TERRITORY SERVED

Columbia, S. C., enjoys a favorable climate and an abundance of excellent water and is ideally located from an industrial point of view. Three trunk line railroads, the Southern, Seaboard Air Line and the Atlantic Coast Line, together with one intrastate road, Columbia, Newbury & Laurens, operate eleven separate lines connecting the city with the source of raw materials necessary for manufacturing and with markets for the finished products.

The "Big Four" in the industrial life of South Carolina are textiles, cotton-seed oil, fertilizer and lumber. In addition there is a diversification of industries including tile and clay product plants, foundries and machine shops, furniture factories, quarries and stone works. South Carolina, including the entire territory served by the Company, is experiencing a rapid industrial growth, particularly in the textile industry. Over 200 textile mills or 20% of the total mills in thirteen southern states are located in South Carolina.

GROWTH

The consistent growth over a period of years of the business in the territory served is indicated by the following tabulation:

Calendar Years	Kw. Hours Output	Electric Customers	M Cubic Ft. Gas Produced	Gas Customers
1925	100,145,382	9,872	203,340	4,250
1924	78,149,490	9,028	213,815	4,114
1923	73,421,100	8,663	191,137	4,024
1922	64,821,3)	8,001	184,034	3,852
1921	60,170,580	7,368	178,128	3,659
1920	58,745,020	6,592	182,107	3,505
1919	53,462,795	5,719	141,470	3,173
1918	48,624,419	5,219	123,807	3,001
1917	46,778,220	4,858	90,497	2,738
1916	40,886,742	4,269	71,993	2,383
1915	38,694,841	3,860	64,730	2,113
Increase 1915 to 1925	61,450,541	6,012	138,610	2,137

CAPITALIZATION

(As of August 31, 1926 after giving effect to this financing)

	Authorized	Outstanding with Public
FUNDED DEBT:		
First and Refunding Mortgage 5% Bonds, Series A, due 1954 (including this issue).....	(a)	$4,985,000
Ten-Year 6½% Sinking Fund Gold Bonds due 1934.....	Closed	1,471,000
Divisional Mortgage Bonds.....	(b)	5,599,000
Ten-Year Gold Notes, due 1930.....	Closed	322,600
CAPITAL STOCK:		
7% Cumulative Preferred.....	$10,000,000	$2,952,600
Common.....	10,000,000	2,400,000

(a) Bonds may be issued without limit as to amount subject, however to the restrictions of the Mortgage.
(b) Closed except for pledge under the First and Refunding Mortgage.

PURPOSE OF ISSUE

These bonds are issued in connection with the Company's construction and expansion program, including the acquisition of new properties, construction of a new steam power plant, transmission lines, etc., and for other corporate purposes.

SECURITY

The First and Refunding Mortgage 5% Gold Bonds, Series A, in the opinion of counsel, are secured by a Mortgage constituting a first lien on the new steam generating station at Parr Shoals, on approximately 70 miles of double circuit steel tower 110,000 volt transmission lines and on other important property and on all additions, extensions, plants and systems hereafter acquired not subject to lien at the time of such acquisition. The Mortgage securing these bonds is also a direct lien on all other property of the Company now owned or hereafter acquired, except certain property therein excepted, subject to divisional mortgage bonds now outstanding and to prior lien bonds, if any, on property hereafter acquired. There are now $297,000 divisional mortgage bonds pledged under this Mortgage and all such bonds hereafter issued must be likewise pledged.

EARNINGS

Earnings of properties now owned by Broad River Power Company and on which the First and Refunding Bonds are a mortgage lien:

Twelve Months ended:	Dec. 31 1924	Dec. 31 1925	Aug. 31 1926
*Gross Earnings (Including Other Income).....	$1,403,198	$1,793,344	$2,166,801
Operating Expenses, Maintenance and Taxes.....	526,816	856,004	1,085,292
Net Earnings.....	$876,382	$937,340	$1,081,509
Annual Interest on First and Refunding Bonds and Divisional Mortgage Bonds to be outstanding with the public, including this financing, requires.....			529,870

*Includes Interest during Construction during the above periods: $17,202, 1924; $111,350, 1925; $126,921, 1926.

Of the net earnings from operations for the twelve months period ended August 31, 1926, approximately 84% was derived from the sale of electric current for power and light and 16% from the sale of gas.

PROPERTY AND POWER SITES

Broad River Power Company owns and operates steam and hydro-electric generating stations with a total installed generating capacity of 69,185 Kw.

The new steam power plant at Parr Shoals with 42,500 Kw. present installed capacity is designed to use powdered fuel in accordance with most modern developments for economical and efficient operation. Extremely favorable operating results have been obtained from this station, the second unit of which was placed in operation in August, 1926. Additional units will be added to this station from time to time as additional generating capacity is required.

The Company in addition to its electric properties owns gas properties having a daily capacity of 1,500,000 cubic feet and 64 miles of gas mains, and produced 203,340,000 cubic feet of gas during 1925.

The Company owns valuable sites for further hydro-electric power development on both the Broad and Saluda Rivers.

VALUATION

The reproduction cost new of the physical property of the Company as of May 31, 1924, based on a valuation by independent engineers, plus subsequent capital expenditures is substantially in excess of the total $10,584,000 principal amount First and Refunding and Divisional Mortgage Bonds outstanding with the public upon completion of this financing.

FRANCHISES

The Company operates under favorable and satisfactory franchises which with minor exceptions are, in the opinion of counsel, without limit as to time.

MORTGAGE PROVISIONS

The Mortgage provides that bonds may be issued in series, the respective series having such rates of interest, such maturity dates, such redemption provisions and containing such other rights, limitations and provisions permitted by the Mortgage as the Board of Directors of the Company may determine prior to the issuance thereof.

ISSUANCE OF ADDITIONAL BONDS The Mortgage provides that additional bonds of Series A or other series may be issued thereunder; (a) for refunding an equal principal amount of bonds of any series; (b) against the deposit of cash; (c) for refunding an equal principal amount of divisional mortgage bonds; (d) for 70%, 75% or 80%, respectively, of the fair value or cost, whichever is less, of additions, improvements, extensions, betterments and acquisitions, provided gross income as defined in the Mortgage for 12 consecutive calendar months within the 14 calendar months immediately preceding the date of application for such bonds shall have been at least equal to 1½ times, 1¾ times or twice, respectively, annual interest charges on all bonds outstanding under the Mortgage including bonds proposed to be issued and on bonds prior in lien and outstanding with the public.

Bonds may also be issued (1) for 75% of the cost to the Company of stock of a subsidiary company, as defined in the Mortgage; (2) for 75% of the cost of additions, extensions, improvements or betterments and acquisitions to or upon the property of a subsidiary; (3) in exchange for secured and unsecured indebtedness of a subsidiary of an equal principal amount, provided that the total amount of bonds issued under the Mortgage in respect to any subsidiary together with the principal amount of all mortgage indebtedness upon such subsidiary, shall not exceed 75% of the value of the permanent property of such subsidiary as provided in the Mortgage.

SINKING AND IMPROVEMENT FUND The Company covenants to pay to the Trustee on September 1, 1926, and on each September 1 thereafter, so long as any Series A bonds shall be outstanding, an amount equivalent to 2% of the principal amount of the Series A bonds outstanding at the time of each such payment, against which payments the Company is entitled to certain credits as provided in the Mortgage. This fund may be used for additions, extensions, improvements or betterments and acquisitions, against which bonds have not been issued, or for the purchase or redemption of Series A bonds at not exceeding the then prevailing redemption price. All bonds so purchased or redeemed shall be cancelled.

MAINTENANCE AND DEPRECIATION FUND The Company covenants to pay, among other things, to the Trustee, on September 1, 1926, and on each September 1 thereafter, a sum equivalent to 10½% of gross operating revenue from its electric operation and 7½% of gross operating revenue from its gas operation during the twelve calendar months ended June 30 of each year, against which payments the Company is entitled to certain credits as provided in the Mortgage. This fund may be used for maintenance, repairs, renewals and replacements, or for additions, extensions, improvements or betterments and acquisitions, against which bonds have not been issued or in the purchase or redemption of any bonds issued under the Mortgage, or under any mortgage prior in lien thereto.

MANAGEMENT

Broad River Power Company is controlled through ownership of all its common stock by the General Gas & Electric Corporation and in common with the other subsidiaries of that corporation is operated and managed by The W. S. Barstow Management Association, Inc., of New York City. This management has had many years experience in the operation of public utilities.

Very truly yours,

(Signed) W. S. BARSTOW,
President.

ADDITIONAL ISSUE

$1,485,000

BROAD RIVER POWER COMPANY

First and Refunding Mortgage 5% Gold Bonds, Series A

Dated September 1, 1924 **Due September 1, 1954**

Interest is payable March 1 and September 1 in New York and Chicago without deduction for Federal Income Taxes now or hereafter deductible at the source, not in excess of 2%. Guaranty Trust Company of New York, Trustee. Coupon bonds in interchangeable denominations of $1,000, $500 and $100, registrable as to principal only and interchangeable with fully registered bonds of $1,000 or authorized multiples thereof. Redeemable as a whole or in part at any time upon thirty days' published notice at the following prices and accrued interest: To and including December 31, 1934 at 105, the premium decreasing ¼ of 1% during each calendar year thereafter to maturity. The Company agrees to reimburse the holders of Series A Bonds, if requested within 60 days after payment, for the Pennsylvania and Connecticut 4 Mills and Maryland 4½ Mills Taxes, for the District of Columbia Personal Property Taxes not exceeding 5 Mills per dollar per annum and for the Massachusetts Income Tax on the interest not exceeding 6% of such interest per annum.

Broad River Power Company supplies electric light and power and gas to Columbia, South Carolina, and vicinity. Columbia, the capital of South Carolina and county seat of Richland County, is the second largest city in the State. It is the financial, wholesale and retail, railway and highway center and has unlimited opportunities for industrial and business expansion. South Carolina has a favorable climate and advantageous location and its progress in recent years, particularly in the textile industry, has been marked. Over 200 textile mills, or 20% of the total mills in thirteen Southern States are located in South Carolina.

Mr. W. S. Barstow, President of the Company, has summarized his accompanying letter as follows:

The First and Refunding Mortgage 5% Gold Bonds, Series A, in the opinion of counsel, are secured by a Mortgage constituting a first lien on the new steam generating station at Parr Shoals, on approximately 70 miles of steel tower 110,000 volt transmission lines and on other important property, and on all additions, extensions, plants and systems hereafter acquired not subject to lien at the time of such acquisition. The Mortgage securing these bonds is also a direct lien on all other property of the Company now owned or hereafter acquired, except certain property therein excepted, subject to divisional mortgage bonds now outstanding and to prior lien bonds, if any, on property hereafter acquired. All divisional mortgage bonds hereafter issued must be pledged under the said Mortgage.

Broad River Power Company, controlled by General Gas & Electric Corporation, together with other interconnected companies operating in South Carolina controlled or now being acquired by General Gas & Electric Corporation, forms the basis of an important superpower system in the territory served.

Net earnings for the twelve months ended March 31, 1926, were $971,026, as compared with annual interest requirements on the First and Refunding Bonds and Divisional Mortgage Bonds of $477,000.

The Company operates under favorable and satisfactory franchises which, in the opinion of counsel, are without limit as to time.

Broad River Power Company is controlled through ownership of all its common stock by the General Gas & Electric Corporation and in common with the other subsidiaries of General Gas & Electric Corporation is operated and managed by The W. S. Barstow Management Association, Inc., of New York City. This management has had many years experience in the operation of public utilities.

PRICE 92 AND INTEREST TO YIELD OVER 5.55%

Halsey, Stuart & Co.
Incorporated

Pynchon & Co.

These bonds are offered for delivery when as and if issued and accepted by us and subject to approval of counsel. It is expected that temporary bonds later exchangeable for definitive bonds will be ready for delivery on or about May 6, 1926. All statements herein are official or are based on information which we regard as reliable, and while we do not guarantee them, we ourselves have relied upon them in the purchase of this security.

New York, N Y. April 22, 1926 Circular No. 242F.

BROAD RIVER POWER COMPANY

Office of the President

New York, April 20, 1926.

Halsey, Stuart & Co., Inc.,
Pynchon & Co.

Gentlemen:

In connection with your purchase of $1,485,000 principal amount of First and Refunding Mortgage 5% Gold Bonds, Series A, of Broad River Power Company, I desire to submit the following information:

COMPANY

Broad River Power Company, organized under the laws of South Carolina, owns and operates the properties supplying electric power and light service to Columbia, S. C., and other communities in the central section of the state, including Eau Claire, Batesburg, Leesville, Lexington, Trenton and Johnston. The total population served in the Columbia district is over 100,000 of which more than 50,000 are in the city of Columbia, the capital of the State. During the year 1925 the Company completed and placed in operation 70 miles of steel tower 110,000 volt transmission lines extending from the new steam power plant at Parr Shoals to the district around Spartanburg, S. C., thereby enabling the Company to obtain a considerable amount of desirable power business. Broad River Power Company also owns the gas works and distributing system in Columbia and, in addition, substantially all the stock of the company operating the electric street railway system.

Broad River Power Company, controlled by General Gas & Electric Corporation, together with other interconnected companies operating in South Carolina controlled or now being acquired by General Gas & Electric Corporation, forms the basis of an important superpower system in the territory served.

TERRITORY SERVED

Columbia, S. C., enjoys a favorable climate and an abundance of excellent water and is ideally located from an industrial point of view. Three trunk line railroads, the Southern, Seaboard Air Line and the Atlantic Coast Line, together with one intrastate road, Columbia, Newbury & Laurens, operate eleven separate lines connecting the city with the source of raw materials necessary for manufacturing and with markets for the finished products.

The "Big Four" in the industrial life of South Carolina are textiles, cotton-seed oil, fertilizer and lumber. In addition there is a diversification of industries including tile and clay product plants, foundries and machine shops, furniture factories, quarries and stone works. South Carolina, including the entire territory served by the Company, is experiencing a rapid industrial growth, particularly in the textile industry. Over 200 textile mills or 20% of the total mills in thirteen southern states are located in South Carolina.

GROWTH

The consistent growth over a period of years of the business in the territory served is indicated by the following tabulation:

Calendar Years	Kw. Hours Output	Electric Customers	M Cubic Ft. Gas Produced	Gas Customers
1925	100,145,382	9,872	203,340	4,250
1924	78,149,490	9,028	213,815	4,114
1923	73,421,100	8,663	191,137	4,024
1922	64,821,390	8,001	184,034	3,852
1921	60,170,580	7,368	178,128	3,659
1920	58,745,020	6,592	182,107	3,505
1919	53,462,795	5,719	141,470	3,173
1918	48,624,419	5,219	123,807	3,001
1917	46,778,220	4,858	90,497	2,738
1916	40,886,742	4,269	71,993	2,383
1915	38,694,841	3,860	64,730	2,113
Increase 1915 to 1925	61,450,541	6,012	138,610	2,137

CAPITALIZATION

(As of March 31, 1926 after giving effect to this financing)

	Authorized	Outstanding with Public
FUNDED DEBT:		
First and Refunding Mortgage 5% Bonds, Series A, due 1954 (including this issue).....	(a)	$3,985,000
Ten-Year 6½% Sinking Fund Gold Bonds due 1934.....	Closed	1,500,000
Divisional Mortgage Bonds.....	(b)	5,555,000
Ten-Year Gold Notes, due 1930.....	Closed	322,600
CAPITAL STOCK:		
7% Cumulative Preferred.....	$10,000,000	$2,652,600
Common.....	10,000,000	2,400,000

(a) Bonds may be issued without limit as to amount subject, however to the restrictions of the Mortgage.
(b) Closed except for pledge under the First and Refunding Mortgage.

PURPOSE OF ISSUE

These bonds are issued in connection with the Company's construction and expansion program, including the acquisition of new properties, construction of a new steam power plant, transmission lines, etc., and for other corporate purposes.

SECURITY

The First and Refunding Mortgage 5% Gold Bonds, Series A, in the opinion of counsel, are secured by a Mortgage constituting a first lien on the new steam generating station at Parr Shoals, on approximately 70 miles of steel tower 110,000 volt transmission lines and on other important property and on all additions, extensions, plants and systems hereafter acquired not subject to lien at the time of such acquisition. The Mortgage securing these bonds is also a direct lien on all other property of the Company now owned or hereafter acquired, except certain property therein excepted, subject to divisional mortgage bonds now outstanding and to prior lien bonds, if any, on property hereafter acquired. All divisional mortgage bonds hereafter issued must be pledged under the said Mortgage.

EARNINGS

Earnings of properties now owned by Broad River Power Company and on which the First and Refunding Bonds are a mortgage lien:

Twelve Months ended:	Dec. 31 1924	Dec. 31 1925	Mar. 31 1926
*Gross Earnings (Including Other Income).....	$1,403,198	$1,793,344	$1,913,729
Operating Expenses, Maintenance and Taxes (Exclusive of Depreciation).....	526,816	856,004	942,703
Net Earnings.....	$876,382	$937,340	$971,026
Annual Interest on First and Refunding Bonds and Divisional Mortgage Bonds to be outstanding with the public, including this financing, requires.....			477,000

*Includes Interest during Construction during the above periods: $17,202, 1924; $111,350, 1925; $119,885, 1926.

Of the net earnings from operations for the twelve months period ended March 31, 1926, approximately 85% was derived from the sale of electric current for power and light and 15% from the sale of gas.

PROPERTY AND POWER SITES

Broad River Power Company owns and operates hydro-electric and steam generating stations with a total installed generating capacity of 38,210 Kw., about equally divided between hydro-electric and steam generation.

The new steam power plant at Parr Shoals is designed to use powdered fuel in accordance with most modern developments for economical and efficient operation. Extremely favorable operating results have been obtained from the first unit of 12,500 Kw. which was placed in operation in August, 1925. A second unit of 30,000 Kw. is being installed and is expected to be in operation about August 1, 1926. Additional units will be added to this station from time to time as additional generating capacity is required.

The Company in addition to its electric properties owns gas properties having a daily capacity of 1,500,000 cubic feet and 64 miles of gas mains, and produced 203,340,000 cubic feet of gas during 1925.

The Company owns valuable sites for further hydro-electric power development on both the Broad and Saluda Rivers.

VALUATION

The reproduction cost new of the physical property of the Company as of May 31, 1924, based on a valuation by independent engineers, plus subsequent capital expenditures is substantially in excess of the total $9,540,000 principal amount First and Refunding and Divisional Mortgage Bonds outstanding with the public upon completion of this financing.

FRANCHISES

The Company operates under favorable and satisfactory franchises which, in the opinion of counsel, are without limit as to time.

MORTGAGE PROVISIONS

The Mortgage provides that bonds may be issued in series, the respective series having such rates of interest, such maturity dates, such redemption provisions and containing such other rights, limitations and provisions permitted by the Mortgage as the Board of Directors of the Company may determine prior to the issuance thereof.

ISSUANCE OF ADDITIONAL BONDS — The Mortgage provides that additional bonds of Series A or other series may be issued thereunder; (a) for refunding an equal principal amount of bonds of any series; (b) against the deposit of cash; (c) for refunding an equal principal amount of divisional mortgage bonds; (d) for 70%, 75% or 80%, respectively, of the fair value or cost, whichever is less, of additions, improvements, extensions, betterments and acquisitions, provided gross income as defined in the Mortgage for 12 consecutive calendar months within the 14 calendar months immediately preceding the date of application for such bonds shall have been at least equal to 1½ times, 1¾ times or twice, respectively, annual interest charges on all bonds outstanding under the Mortgage including bonds proposed to be issued and on bonds prior in lien and outstanding with the public.

Bonds may also be issued (1) for 75% of the cost to the Company of stock of a subsidiary company, as defined in the Mortgage; (2) for 75% of the cost of additions, extensions, improvements or betterments and acquisitions to or upon the property of a subsidiary; (3) in exchange for secured and unsecured indebtedness of a subsidiary of an equal principal amount, provided that the total amount of bonds issued under the Mortgage in respect to any subsidiary together with the principal amount of all mortgage indebtedness upon such subsidiary, shall not exceed 75% of the value of the permanent property of such subsidiary as provided in the Mortgage.

SINKING AND IMPROVEMENT FUND — The Company covenants to pay to the Trustee on September 1, 1926, and on each September 1 thereafter, so long as any Series A bonds shall be outstanding, an amount equivalent to 2% of the principal amount of the Series A bonds outstanding at the time of each such payment, against which payments the Company is entitled to certain credits as provided in the Mortgage. This fund may be used for additions, extensions, improvements or betterments and acquisitions, against which bonds have not been issued, or for the purchase or redemption of Series A bonds at not exceeding the then prevailing redemption price. All bonds so purchased or redeemed shall be cancelled.

MAINTENANCE AND DEPRECIATION FUND — The Company covenants to pay, among other things, to the Trustee, on September 1, 1926, and on each September 1 thereafter, a sum equivalent to 10½% of gross operating revenue from its electric operation and 7½% of gross operating revenue from its gas operation during the twelve calendar months ended June 30 of each year, against which payments the Company is entitled to certain credits as provided in the Mortgage. This fund may be used for maintenance, repairs, renewals and replacements, or for additions, extensions, improvements or betterments and acquisitions, against which bonds have not been issued or in the purchase or redemption of any bonds issued under the Mortgage, or under any mortgage prior in lien thereto.

MANAGEMENT

Broad River Power Company is controlled through ownership of all its common stock by the General Gas & Electric Corporation and in common with the other subsidiaries of General Gas & Electric Corporation is operated and managed by The W. S. Barstow Management Association, Inc. of New York City. This management has had many years experience in the operation of public utilities.

Very truly yours,

(Signed) W. S. BARSTOW,

President.

EXHIBIT 14M-MoF.

NEW ISSUE

$2,500,000

BROAD RIVER POWER COMPANY

First and Refunding Mortgage 5% Gold Bonds, Series A

Dated September 1, 1924 **Due September 1, 1954**

Interest will be payable March 1 and September 1 in New York and Chicago without deduction for Federal Income Taxes now or hereafter deductible at the source, not in excess of 2%. Coupon bonds in interchangeable denominations of $1,000, $500 and $100, registrable as to principal only and interchangeable with fully registered bonds of $1,000 or authorized multiples thereof. Redeemable as a whole or in part at any time upon thirty days' published notice at the following prices and accrued interest: To and including December 31, 1934 at 105, the premium decreasing ¼ of 1% during each calendar year thereafter to maturity. The Company will reimburse the holders of Series A Bonds, if requested within 60 days after payment, for the Pennsylvania and Connecticut 4 Mills and Maryland 4½ Mills Taxes, for the District of Columbia Personal Property Taxes not exceeding 5 Mills per dollar per annum, and for the Massachusetts Income Tax on the interest not exceeding 6% of such interest per annum.

Broad River Power Company supplies electric light and power and gas to Columbia, South Carolina, and vicinity. Columbia, the Capital of South Carolina and County Seat of Richland County, is the second largest city in the State. It is the financial, wholesale and retail, railway and highway center and has unlimited opportunities for industrial and business expansion. Due to favorable climate and advantageous location, the progress of South Carolina has been marked in recent years, particularly in the textile industry. South Carolina has over 200 textile mills, or 20% of the total mills in thirteen Southern States.

Mr. W. S. Barstow, President of the Company, has summarized his accompanying letter as follows:

The First and Refunding Mortgage 5% Gold Bonds, Series A, in the opinion of counsel, are secured by a Mortgage constituting a first lien on the new steam generating station now in operation at Parr Shoals, on approximately 70 miles of steel tower 110,000 volt transmission lines and on other important property, and on all additions, extensions, plants and systems hereafter acquired not subject to lien at the time of such acquisition. The Mortgage securing these bonds is also a direct lien on all other property of the Company now owned or hereafter acquired, except certain property therein excepted, subject to divisional mortgage bonds now outstanding and to prior lien bonds, if any, on property hereafter acquired. All divisional mortgage bonds hereafter issued must be pledged under the said Mortgage.

The reproduction cost new of the physical property of the Company as of May 31, 1924, based on a valuation by independent engineers, plus subsequent capital expenditures to December 31, 1925, is in excess of $14,900,000. This amount does not include stock of the company operating the electric street railway system in Columbia or other securities owned by the Company. The total First and Refunding and Divisional Mortgage Bonds outstanding with the public upon completion of this financing will be $8,055,000.

Net earnings for the twelve months ended December 31, 1925, were $937,340 as compared with annual interest requirements on the First and Refunding Bonds and Divisional Mortgage Bonds of $402,750.

The Company operates under favorable and satisfactory franchises which, in the opinion of counsel, are without limit as to time.

Broad River Power Company is controlled through ownership of all its common stock by the General Gas & Electric Corporation (of Delaware) and in common with the other subsidiaries of General Gas & Electric Corporation is operated and managed by The W. S. Barstow Management Association, Inc. of New York City. This management has had many years experience in the operation of public utilities.

WE RECOMMEND THESE BONDS FOR INVESTMENT

PRICE ON APPLICATION

HALSEY, STUART & CO.

INCORPORATED

CHICAGO	NEW YORK	PHILADELPHIA	BOSTON
201 So. La Salle St.	14 Wall Street	111 So. 15th Street	60 Devonshire Street

DETROIT	ST. LOUIS	MINNEAPOLIS	MILWAUKEE	CLEVELAND
651 Griswold Street	319 N. Fourth Street	510 Second Avenue S.	425 E. Water Street	925 Euclid Avenue

It is expected that temporary bonds (later exchangeable for definitive bonds) will be ready for delivery on or about February 9, 1926
All statements herein are official or are based on information which we regard as reliable, and while we do not guarantee them, we ourselves have relied upon them in the purchase of this security.

New York, N. Y. January 28, 1926 Circular No. 231-F.

EXHIBIT 30

HALSEY, STUART & CO., Incorporated

BROAD RIVER POWER COMPANY

Office of the President

New York, January 28, 1926.

Halsey, Stuart & Co., Inc.,
Pynchon & Co.

Gentlemen:

In connection with your purchase of $2,500,000 principal amount of First and Refunding Mortgage 5% Gold Bonds, Series A, of Broad River Power Company, I desire to submit the following information:

COMPANY

Broad River Power Company, organized under the laws of South Carolina, owns in fee all the properties formerly belonging to Columbia Railway, Gas & Electric Company (except electric railway property), The Parr Shoals Power Company and Columbia Gas Light Company and has acquired certain other electric power and light properties. It supplies electric power and light service to the territory in and about Columbia, S. C., including Winnsboro, Batesburg, Leesville, Lexington, Trenton and Johnston. The total population served in the Columbia district is over 100,000 of which more than 50,000 are in the City of Columbia, the Capital of the State. During the year 1925 the Company completed and placed in operation 70 miles of steel tower 110,000 volt transmission lines extending from the new steam power plant at Parr Shoals to the district around Spartanburg, S. C., thereby enabling the Company to obtain a considerable amount of desirable power business. Broad River Power Company also owns the gas works and distributing system in Columbia and, in addition, substantially all the stock of the company operating the electric street railway system.

The "Big Four" in the industrial life of South Carolina are textiles, cotton-seed oil, fertilizer and lumber. Due to its favorable climate and advantageous location, the progress of South Carolina has been marked in recent years, particularly in the textile industry. This industry represents about half of the capital invested in the four industries mentioned above and about 70% of the value of the manufactured products. South Carolina has over 200 textile mills, or 20% of the total mills in thirteen Southern States.

CAPITALIZATION

(After giving effect to this financing)

	Authorized	Outstanding with Public
FUNDED DEBT:		
First and Refunding Mortgage 5% Bonds, Series A, due 1954 (this issue)	(a)	$2,500,000
Ten-Year 6½% Sinking Fund Gold Bonds due 1934	Closed	1,500,000
Divisional Mortgage Bonds	(b)	5,555,000
Ten-Year Gold Notes, due 1930	Closed	322,600
CAPITAL STOCK:		
7% Cumulative Preferred	$10,000,000	$2,652,600
Common	10,000,000	2,400,000

(a) Bonds may be issued without limit as to amount, subject, however to the restrictions of the Mortgage.

(b) Closed except for pledge under the First and Refunding Mortgage.

PURPOSE OF ISSUE

These bonds have been issued in connection with the Company's construction and expansion program, including the acquisition of new properties, construction of a new steam power plant, transmission lines, etc., and for other corporate purposes.

DESCRIPTION OF BONDS

The First and Refunding Mortgage 5% Gold Bonds, Series A, are dated September 1, 1924 and are due September 1, 1954. They are redeemable as a whole or in part at any time upon thirty days' published notice, to and including December 31, 1934, at 105 and accrued interest, the premium decreasing ¼ of 1% during each calendar year thereafter to maturity. Interest is payable semi-annually March 1 and September 1 in New York and Chicago, without deduction for Federal Income Taxes now or hereafter deductible at the source, not in excess of 2%.

The bonds are in coupon form in interchangeable denominations of $1,000, $500 and $100, registrable as to principal only, and interchangeable with fully registered bonds of $1,000 or authorized multiples thereof.

The company agrees under the conditions set forth in the Mortgage to reimburse the holders of Series A bonds, if requested within sixty days after payment, for the Pennsylvania and Connecticut Four Mill Tax, Maryland 4½ Mill Tax, District of Columbia Five Mill Tax, and the Massachusetts Income Tax on interest not exceeding 6% of such interest per annum.

SECURITY

The First and Refunding Mortgage 5% Gold Bonds, Series A, in the opinion of counsel, are secured by a Mortgage constituting a first lien on the new steam generating station now in operation at Parr Shoals, on approximately 70 miles of steel tower 110,000 volt transmission lines and on other important property and on all additions, extensions, plants and systems hereafter acquired not subject to lien at the time of such acquisition. The Mortgage securing these bonds is also a direct lien on all other property of the Company now owned or hereafter acquired, except certain property therein excepted, subject to divisional mortgage bonds now outstanding and to prior lien bonds, if any, on property hereafter acquired. All divisional mortgage bonds hereafter issued must be pledged under the said Mortgage.

VALUATION

The reproduction cost new of the physical property of the Company as of May 31, 1924, based on a valuation by independent engineers, plus subsequent capital expenditures to December 31, 1925, is in excess of $14,900,000. This amount does not include stock of the company operating the electric street railway system in Columbia or other securities owned by the Company. The total First and Refunding and Divisional Mortgage Bonds outstanding with the public upon completion of this financing will be $8,055,000.

MORTGAGE PROVISIONS

The Mortgage provides that bonds may be issued in series, the respective series having such rates of interest, such maturity dates, such redemption provisions and containing such other rights, limitations and provisions permitted by the Mortgage as the Board of Directors of the Company may determine prior to the issuance thereof.

ISSUANCE OF ADDITIONAL BONDS The Mortgage provides that additional bonds of Series A or other series may be issued thereunder; (a) for refunding an equal principal amount of bonds of any series; (b) against the deposit of cash; (c) for refunding an equal principal amount of divisional mortgage bonds; (d) for 70%, 75% or 80%, respectively, of the fair value or cost, whichever is less, of additions, improvements, extensions, betterments and acquisitions, provided gross income as defined in the Mortgage for 12 consecutive calendar months within the 14 calendar months immediately preceding the date of application for such bonds shall have been at least equal to 1½ times, 1¾ times or twice, respectively, annual interest charges on all bonds outstanding under the Mortgage including bonds proposed to be issued and on bonds prior in lien and outstanding with the public.

Bonds may also be issued (1) for 75% of the cost to the Company of stock of a subsidiary company, as defined in the Mortgage; (2) for 75% of the cost of additions, extensions, improvements or betterments and acquisitions to or upon the property of a subsidiary; (3) in exchange for secured and unsecured indebtedness of a subsidiary of an equal principal amount, provided that the total amount of bonds issued under the Mortgage in respect to any subsidiary together with the principal amount of all mortgage indebtedness upon such subsidiary, shall not exceed 75% of the value of the permanent property of such subsidiary as provided in the Mortgage.

SINKING AND IMPROVEMENT FUND The Company covenants to pay to the Trustee on September 1, 1926, and on each September 1 thereafter, so long as any Series A bonds shall be outstanding, an amount equivalent to 2% of the principal amount of the Series A bonds outstanding at the time of each such payment, against which payments the Company is entitled to certain credits as provided in the Mortgage. This fund may be used in the purchase or redemption of Series A bonds at not exceeding the then prevailing redemption price, or for additions, extensions, improvements or betterments and acquisitions, against which bonds have not been issued. All bonds so purchased or redeemed shall be cancelled.

MAINTENANCE AND DEPRECIATION FUND The Company covenants to pay, among other things, to the Trustee, on September 1, 1926, and on each September 1 thereafter, a sum equivalent to 10½% of gross operating revenue from its electric operation and 7½% of gross operating revenue from its gas operation during the twelve calendar months ended June 30 of each year, against which payments the Company is entitled to certain credits as provided in the Mortgage. This fund may be used for maintenance, repairs, renewals and replacements, or for additions, extensions, improvements or betterments and acquisitions, against which bonds have not been issued or in the purchase or redemption of any bonds issued under the Mortgage, or under any mortgage prior in lien thereto.

EARNINGS

Earnings of properties now owned by Broad River Power Company and on which the First and Refunding Bonds are a mortgage lien:

Twelve Months ended December 31	1925	1924
Gross Earnings (Including Other Income)	$1,793,344*	$1,403,198
Operating Expenses, Maintenance and Taxes (Exclusive of Depreciation)	856,004	526,816
Net Earnings	$937,340	$876,382
Annual Interest on First and Refunding Bonds and Divisional Mortgage Bonds to be outstanding with the public, after this financing, requires	402,750	

*Includes $111,350 of Interest during Construction.

Of the Net Earnings (excluding Other Income) for 1925 approximately 84% was derived from the sale of electric current for power and light and 16% from the sale of gas.

PROPERTY AND POWER SITES

Broad River Power Company owns and operates hydro-electric and steam generating stations with a total installed generating capacity of 38,210 Kw., about equally divided between hydro-electric and steam generation. The hydro-electric plants consist of the modern plant located on the Broad River at Parr Shoals and those in Columbia and Lexington. The new steam power plant at Parr Shoals has been designed for an ultimate capacity of 65,000 Kw., a first unit of 12,500 Kw. having been placed in operation in August, 1925. A second unit of 30,000 Kw. is being installed and is expected to be in operation the latter part of this year. In addition there are steam plants in Columbia and in Batesburg.

The Company in addition to its electric properties owns gas properties having a daily capacity of 1,500,000 cubic feet and 63 miles of gas mains, and produced 203,340,000 cubic feet of gas during 1925.

The Company owns valuable sites for further hydro-electric power development on both the Broad and Saluda Rivers.

BUSINESS AND TERRITORY SERVED

The consistent growth over a period of years of the business in the territory served is indicated by the following tabulation:

Calendar Years	Kw. Hours Output	Electric Consumers	M Cubic Ft. Gas Produced	Gas Consumers
1925	100,145,382	9,872	203,340	4,250
1924	78,149,490	9,028	213,815	4,114
1923	73,421,100	8,663	191,137	4,024
1922	64,821,390	8,001	184,034	3,852
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1916	40,886,742	4,269	71,993	2,383
1915	38,694,841	3,860	64,730	2,113
Increase 1915 to 1925	61,450,541	6,012	138,610	2,137

Columbia, South Carolina, is an important industrial city, situated almost in the center of one of the greatest cotton growing states in the country. The city enjoys favorable climate and an abundance of excellent water, and is ideally located from an industrial point of view. Three trunk line railroads, the Southern, the Seaboard Air Line and the Atlantic Coast Line, together with one intrastate road, the Columbia, Newberry & Laurens, operate eleven separate lines connecting the city with the source of raw materials necessary for manufacturing and with markets for the finished products. Besides the manufacture of cotton goods, which is the chief industry in this section, there is a diversification of industries, including fertilizer mills, lumber mills, grist mills, tile and clay product plants, foundries and machine shops, furniture factories, quarries and stone works.

The new transmission line, above referred to, provides a considerable amount of desirable power business to Broad River Power Company in the Spartanburg district which was not available to the affiliated company operating in this locality because of insufficient generating capacity. Connection with the new station has also been made by new high tension transmission lines through Columbia to Batesburg, Leesville, Lexington and other communities.

The entire territory served by the Company is experiencing such rapid growth that large additions will be required to electric generating capacity beyond that now in operation and under construction. Substantial additions to the company's gas property will also be necessary.

FRANCHISES

The Company operates under favorable and satisfactory franchises which in the opinion of counsel, are without limit as to time.

MANAGEMENT

Broad River Power Company is controlled through ownership of all its common stock by the General Gas & Electric Corporation (of Delaware) and in common with the other subsidiaries of General Gas & Electric Corporation is operated and managed by The W. S. Barstow Management Association, Inc. of New York City. This management has had many years experience in the operation of public utilities.

Very truly yours,

(Signed) W. S. BARSTOW,

President.

EXHIBIT 15M-MoF.

HALSEY, STUART & CO., Incorporated

New Issue

$1,500,000

BROAD RIVER POWER COMPANY

Ten Year 6½% Secured Sinking Fund Gold Bonds

Dated November 1, 1924 **Due November 1, 1934**

Interest will be payable May 1 and November 1 in New York or Chicago without deduction for Federal income taxes now or hereafter deductible at the source, not in excess of 2%. Bonds will be in coupon form registrable as to principal and in interchangeable denominations of $1,000, $500 and $100. Redeemable as a whole or in part at any time on not less than thirty days' published notice at the following prices and accrued interest: To and including November 1, 1925 at 105, thereafter decreasing ½ of 1% for each expired year or part thereof to and including November 1, 1933 and thereafter at 100. Reimbursement of the Pennsylvania four mill tax, Connecticut four mill tax, Maryland four and one-half mill tax, District of Columbia five mill tax and the Massachusetts tax on interest not exceeding 6% to resident holders upon proper and timely application. Application will be made to list these bonds on the Boston Stock Exchange.

A SINKING FUND OF $60,000 PER ANNUM WILL OPERATE SEMI-ANNUALLY BEGINNING MAY 1, 1926 FOR THE RETIREMENT OF THESE BONDS

Broad River Power Company, through subsidiary companies, does, without competition, the entire electric light and power, gas and street railway business in Columbia, South Carolina, and environs, which business had its inception in 1891. Columbia, the capital of South Carolina and county seat of Richland County, is the second largest city in the state and one of the industrial centers of the South. The territory served has the advantage of a favorable combination of a well diversified city and industrial power load, together with a substantial demand from residential lighting consumers. Upon the completion of certain construction in the near future, the Company will also furnish electric power in the vicinity of Spartanburg, South Carolina, and serve other prosperous communities.

Mr. W. S. Barstow, President of the Company, has summarized his accompanying letter as follows:

These Bonds, in the opinion of counsel, will be a direct obligation of the Company and will be secured by direct mortgage on all property (except property exempted therefrom) now owned or hereafter acquired, including the modern generating station now under construction, subject to the lien of the First and Refunding Mortgage and to the liens of underlying divisional mortgages, if any, on property hereafter acquired. There will be pledged substantially all of the outstanding preferred and common stock of Columbia Railway Gas and Electric Company and preferred stock of The Parr Shoals Power Company, both of which companies have been in successful operation over a long period of years. Broad River Power Company will make application at the next session of the Legislature of the State of South Carolina in January, 1925, for permission to acquire and merge with its property the electric and gas properties of its controlled companies.

The entire proceeds from the sale of these Bonds will be deposited with the Trustee to be expended only in connection with the construction of a modern generating station, transmission lines, additions and betterments to the Company's properties and the acquisition of additional property free of lien. The Company's construction and expansion program, designed to meet the increasing demand for electric energy in and around Columbia and Spartanburg and in various other communities, includes the construction of two 12,500 Kw. units of a new steam generating plant of 65,000 Kw. ultimate capacity and 130 miles of high tension transmission lines.

Broad River Power Company is controlled through ownership of its entire outstanding common stock by General Gas & Electric Corporation which also controls the following successful utility companies: Metropolitan Edison Company, Pennsylvania Edison Company, The New Jersey Power & Light Company, Binghamton Light, Heat & Power Company and North Carolina Public Service Company, Inc.

The following consolidated earnings of the subsidiaries of Broad River Power Company for the two years ended June 30, 1923 and 1924 have been certified by independent auditors.

12 months ended June 30	1923	1924
Gross Earnings, including Other Income.....	$1,477,082.95	$1,563,123.17
Operating Expenses, Maintenance and Taxes	815,581.49	803,607.56
Net Earnings.....	$661,501.46	$759,515.61
Bond and Other Interest during the above periods.....	333,548.33	340,764.14

Annual interest on the combined funded ... of Broad River Power Company and subsidiaries to be outstanding with public after this financing requires $421,142.

No benefit from the large investment in additional property to be made from the proceeds of this issue is reflected in these earnings.

No deduction has been made from net earnings on account of 5% of the outstanding preferred and common stock of Columbia Railway Gas & Electric Company and preferred stock of The Parr Shoals Power Company not yet acquired by Broad River Power Company, for the acquisition of which $100 per share has been provided.

EXHIBIT 28

HALSEY, STUART & CO., Incorporated

BROAD RIVER POWER COMPANY

OFFICE OF THE PRESIDENT

New York, December 5, 1924.

Halsey, Stuart & Co., Inc.,
Pynchon & Co.,
New York City.

Gentlemen:

Referring to your purchase of $1,500,000 principal amount of Ten Year 6½% Secured Sinking Fund Gold Bonds of Broad River Power Company, I am pleased to submit the following information:

HISTORY AND ORGANIZATION

Broad River Power Company, through subsidiary companies, does, without competition, the entire electric light and power, gas and street railway business in Columbia, South Carolina, and environs, which business had its inception in 1891. Columbia, the capital of South Carolina and county seat of Richland County, is the second largest city in the state and one of the industrial centers of the South. The territory served has the advantage of a favorable combination of a well diversified city and industrial power load, together with a substantial demand from residential lighting consumers. Upon the completion of certain construction in the near future, the Company will also furnish electric power in the vicinity of Spartanburg, South Carolina, and serve other prosperous communities.

Broad River Power Company owns directly or controls practically all of the outstanding preferred and common stock of Columbia Railway Gas & Electric Company, The Parr Shoals Power Company and Columbia Gas Light Company. Control of these stocks has been acquired through the issuance of $1,250,000 preferred stock and $2,200,000 common stock of Broad River Power Company.

It is the intention of Broad River Power Company to effect a transfer to itself of the entire electric light and power and gas properties now held by these controlled companies as soon as proper authorization has been received from the Legislature of the State of South Carolina. The Company has already embarked upon an extensive construction and expansion program.

PROPERTY AND CONSTRUCTION

Electric properties operated by Broad River Power Company through subsidiaries have a present installed generating capacity of 25,500 Kw. of which 20,000 Kw. is hydro-electric.

There is now under construction the first 12,500 Kw. unit of a modern steam generating plant which is expected to be in operation about September 1, 1925, when construction of an additional 12,500 Kw. unit will be started. This station will be located on the Broad River adjacent to the present hydro-electric station at Parr Shoals and will have an ultimate capacity of 65,000 Kw. Electric energy from this new station will be available through the construction of 130 miles of high tension transmission lines to meet the demand now existing in and around Columbia and Spartanburg and various other communities.

Upon completion of the above construction, the Company will have a total installed generating capacity of 50,500 Kw., 188 miles of high tension transmission lines and 324 miles of distribution lines. In addition to the present proposed steam power development, the Company controls additional hydro-electric sites possible of practical development of at least 50,000 Kw. from which power may be produced at very low cost.

Gas is distributed in Columbia through 60 miles of mains from holders of 1,500,000 cubic feet capacity. In addition electric railway lines comprise 30 miles of track and necessary equipment for operation.

BUSINESS AND TERRITORY SERVED

The consistent growth over a period of years of the business in the territory served is indicated by the following tabulation:

Calendar Years	Kw. Hours Output	Electric Consumers	M. Cubic Ft. Gas Produced	Gas Consumers
1923	73,421,100	8,663	191,137	4,024
1922	64,821,390	8,001	184,034	3,852
1921	60,170,580	7,368	178,128	3,659
1920	58,745,020	6,592	182,107	3,505
1919	53,462,795	5,719	141,470	3,173
1918	48,624,419	5,219	123,807	3,001
1917	46,778,220	4,858	90,497	2,738
1916	40,886,742	4,269	71,993	2,383
1915	38,694,841	3,860	64,730	2,113
Increase:				
1915 to 1923	34,726,259	4,803	126,407	1,911

A very substantial increase in business is now available and will be reflected in the Company's operations as the construction above referred to is completed.

Columbia, South Carolina, is one of the most progressive cities in the United States and an important industrial center. Situated almost in the center of one of the greatest cotton growing states in the country, with a favorable equable climate and an abundance of excellent water, the city is ideally located from an industrial point of view. Three trunk line railroads, the Southern, the Seaboard Air Line and the Atlantic Coast Line, together with one intrastate road, the Columbia, Newberry & Laurens, operate eleven separate lines connecting the city with the source of raw materials necessary for manufacturing and markets for the finished products. Besides the manufacture of cotton goods, which is the chief industry in this section, there is a diversification of industries, including fertilizer mills, lumber mills, grist mills, tile and clay product plants, foundries and machine shops, furniture factories, quarries and stone works.

By means of the new transmission lines, above referred to, a considerable amount of desirable power business will be available to Broad River Power Company in the territory in the vicinity of Spartanburg, which is not available to the affiliated company operating in this locality because of insufficient generating capacity. Connection with the new station will also be made by new high tension transmission lines through Columbia to the prosperous communities of Batesburg, Leesville and Lexington.

CAPITALIZATION

BROAD RIVER POWER COMPANY
(After giving effect to present financing)

	Authorized	Outstanding with Public
FUNDED DEBT:		
First and Refunding Mortgage Bonds	*	$100,000
Ten-Year Secured 6½% Sinking Fund Gold Bonds, due 1934 (this issue)	$1,500,000	1,500,000
CAPITAL STOCK:		
7% Cumulative Preferred	10,000,000	1,250,000
Common	10,000,000	2,200,000

*The First and Refunding Mortgage Bonds, in the opinion of counsel, will be secured by a first mortgage on all property (except property exempted therefrom) now owned or hereafter acquired subject to the liens of underlying divisional mortgages, if any, on property hereafter acquired. Additional bonds may only be issued under conservative property and earnings restrictions to be included in the Mortgage, except that in addition to the $100,000 principal amount of First and Refunding Mortgage Bonds to be presently outstanding, the Company may issue $1,650,000 principal amount on the basis of 75% of the cost of additional property without earnings restrictions.

The amount of funded debt of subsidiary companies to be outstanding with public upon completion of this financing aggregates $6,202,600.

PURPOSE OF ISSUE

The entire proceeds from the sale of these Bonds will be used in connection with the Company's construction and expansion program, and will be deposited with the Trustee to be expended only in connection with the construction of a modern generating station, transmission lines, additions and betterments to the Company's properties and the acquisition of additional property free of lien.

SECURITY

These bonds, in the opinion of counsel, will be a direct obligation of the Company and will be secured by direct mortgage on all property (except property exempted therefrom) now owned or hereafter acquired, including the modern generating station now under construction, subject to the lien of the First and Refunding Mortgage and to the liens of underlying divisional mortgages, if any, on property hereafter acquired. There will be pledged substantially all of the outstanding preferred and common stock of Columbia Railway Gas and Electric Company and preferred stock of The Parr Shoals Power Company, both of which companies have been in successful operation over a long period of years. Broad River Power Company will make application at the next session of the Legislature of the State of South Carolina in January, 1925, for permission to acquire and merge with its property the electric and gas properties of its controlled companies.

SINKING FUND

The Mortgage will provide for an annual sinking fund beginning May 1, 1926, of $60,000, which will operate to retire these Bonds semi-annually through purchase up to and including the prevailing call price, or if not so obtainable through call by lot at such call price. Bonds retired through the sinking fund will be cancelled.

EARNINGS

The following consolidated earnings of the subsidiaries of Broad River Power Company for the years ended June 30, 1923 and 1924 have been certified by independent auditors.

12 months ended June 30	1923	1924
Gross Earnings, including Other Income.....	$1,477,082.95	$1,563,123.17
Operating Expenses, Maintenance and Taxes	815,581.49	803,607.56
Net Earnings.....	$661,501.46	$759,515.61
Bond and Other Interest during the above periods.....	333,548.33	340,764.14

Annual interest on the combined funded debt of Broad River Power Company and subsidiaries to be outstanding with public after this financing requires $421,142.

No benefit from the large investment in additional property to be made from the proceeds of this issue is reflected in these earnings.

No deduction has been made from net earnings on account of 5% of the outstanding preferred and common stock of Columbia Railway Gas & Electric Company and preferred stock of The Parr Shoals Power Company not yet acquired by Broad River Power Company, for the acquisition of which $100 per share has been provided.

VALUATION

The valuation of the properties of Broad River Power Company and its subsidiaries, as determined by independent examining engineers, is largely in excess of the combined funded debt of these companies including this issue of Ten-Year 6½% Secured Sinking Fund Gold Bonds.

FRANCHISES

The Company and its subsidiaries operate under favorable and satisfactory rights granted by the State of South Carolina which in the opinion of counsel are without limit as to time.

MANAGEMENT

Broad River Power Company is controlled through ownership of its entire outstanding common stock by General Gas & Electric Corporation which also controls the following successful utility companies: Metropolitan Edison Company, Pennsylvania Edison Company, The New Jersey Power & Light Company, Binghamton Light, Heat & Power Company and North Carolina Public Service Company, Inc.

Yours very truly,

(Signed) W. S. BARSTOW,
President.

WE RECOMMEND THESE BONDS FOR INVESTMENT

PRICE ON APPLICATION

HALSEY, STUART & CO.

INCORPORATED

CHICAGO	NEW YORK	PHILADELPHIA	BOSTON
201 So. LA SALLE ST.	14 WALL STREET	111 So. 15TH STREET	50 DEVONSHIRE STREET

DETROIT	ST. LOUIS	MINNEAPOLIS	MILWAUKEE	CLEVELAND
601 GRISWOLD STREET	319 N. FOURTH STREET	510 SECOND AVENUE S.	423 E. WATER STREET	925 EUCLID AVENUE

We offer these bonds for delivery when, as and if issued and accepted by us, subject to approval of counsel. It is expected that interim receipts or temporary bonds, later exchangeable for definitive bonds will be ready for delivery on or about December 29, 1924. All statements contained herein are official or are based on information which we regard as reliable and while we do not guarantee them, we ourselves have relied upon them in the purchase of this security.

New York, N. Y. December 12, 1924

Circular No. 1777

New Issue

EXHIBIT 16M-McF.

MASSACHUSETTS INCOME TAX AND PENNSYLVANIA PERSONAL PROPERTY TAX REFUNDED.

$1,250,000

Broad River Power Company

7% Cumulative Preferred Stock

Preferred as to Assets and 7% Cumulative Dividends

As provided in the Federal Income Tax Law of 1924, dividends are exempt from Normal Federal Income Tax. They are exempt also from all Federal Income Taxes when received by an individual whose net income, after all allowable deductions, does not exceed $10,000. Dividends are not subject to Federal Income Tax when received by a domestic corporation.

Authorized $10,000,000 — **Presently To Be Outstanding $1,250,000 (this issue)**

PAR VALUE $100 PER SHARE

Shares are fully paid and non-assessable. Callable at $110 per share and accrued dividends.
Dividends payable quarterly February, May, August and November 1st.

SEABOARD NATIONAL BANK, NEW YORK
TRANSFER AGENT

CHASE NATIONAL BANK, NEW YORK
REGISTRAR

Mr. W. S. Barstow, President of Broad River Power Company, has summarized his letter to us as follows:

ORGANIZATION AND BUSINESS: Broad River Power Company was organized in July, 1924, in South Carolina for the purpose of acquiring the entire outstanding common and preferred stock of the Columbia Railway, Gas & Electric Company, which latter company owns or controls all the outstanding common stock of The Parr Shoals Power Company and Columbia Gas Light Company. In pursuance of this plan the Company will now take over substantially all of such preferred and common stock of the Columbia Railway, Gas & Electric Company, and of the Preferred Stock of The Parr Shoals Power Company. Columbia Railway, Gas & Electric Company has been in active operation in Columbia, South Carolina, since 1891. It is intended that the Company will effect the transfer to itself of all the physical properties, franchises and other assets of Columbia Railway, Gas & Electric Company, The Parr Shoals Power Company and Columbia Gas Light Company (except that the street railway properties may be held in a separate ownership) after expected authorization by the Legislature of the State of South Carolina, at its next session in January, 1925. In contemplation of its acquisition of the electric and gas properties and other assets of Columbia Railway, Gas & Electric Company and its subsidiaries, Broad River Power Company has commenced the construction of a new Steam Power plant at a site on the Broad River near the present Hydro-Electric plant of The Parr Shoals Power Company. Added to the present power generating and distributing facilities, this plant, together with new transmission lines to Columbia, Spartanburg and Batesburg in South Carolina, will enable the Company to satisfy the present very large demand for power in these sections of the State.

PROPERTIES AND POWER SITES: The electric properties which Broad River Power Company will control and operate include, in addition to the new Steam Power plant, two Hydro-Electric Power plants, and a Steam Power plant. The hydro-electric properties consist of the modern plant of The Parr Shoals Power Company, situated on the Broad River near Alston, S. C., and the plant now owned by Columbia Railway, Gas & Electric Company at Columbia. These are supplemented by a steam power plant at this city. The installed capacity of these plants aggregates 25,500 k.w. The gas properties consist of a plant, having a daily capacity of 1,500,000 cubic feet and 60 miles of gas mains. This plant made sales of 195,854,500 cubic feet of gas during the twelve months ended June 30, 1924. The electric railway property consists of 30 miles of standard gauge trackage and sufficient equipment for operation. The Company will control valuable sites capable of developing a total of at least 50,000 k.w. of hydro-electric energy.

NEW POWER PLANT AND TRANSMISSION SYSTEMS: The new steam power plant is under construction at a site on the Broad River now owned by the Company, near the present hydro-electric plant of The Parr Shoals Power Company. The plans for this new development call for an ultimate capacity of 65,000 k.w. and it is expected that the first unit of 12,500 k.w. will be in operation about September 1, 1925, by which time the new transmission lines to Columbia, Spartanburg and Batesburg will have been completed.

VALUATIONS: The physical properties of Columbia Railway, Gas & Electric Company, Columbia Gas Light Company, and The Parr Shoals Power Company have been valued as of May 31, 1924, by independent engineers, at a total of $12,227,000, of which only about two and one-quarter million dollars is represented in the Electric Railway Department. This total valuation is exclusive of any franchise or other similar value. Against the combined valuation of $12,227,000, as stated, Broad River Power Company and its constituent companies will have a total funded debt of $7,819,000 upon completion of financing to be done immediately. After deducting the amount of funded debt from the total of property valuation, and adding construction funds, the balance is over four and one-half times the present issue of this 7% Cumulative Preferred Stock.

EARNINGS:

Columbia Railway, Gas & Electric Company and Subsidiaries*
(including The Parr Shoals Power Company and Columbia Gas Light Company)
CONSOLIDATED INCOME STATEMENT

Twelve Months Ended	Dec. 31, 1922	Dec. 31, 1923	June 30, 1924
Operating Revenue	$1,383,475	$1,515,169	$1,558,370
Operating Expenses, Maintenance and Taxes	840,453	819,788	803,607
Operating Income	$ 543,022	$ 695,381	$ 754,763
Other Income	7,535	4,539	4,752
Total Income	$ 550,557	$ 699,920	$ 759,515
Interest Charges	335,485	335,517	340,764
Balance available for dividends, depreciation, etc.	$ 215,072	$ 364,403	$ 418,751
Annual Interest Charges on $100,000 Broad River Power Company First and Refunding Mortgage 5% Bonds and $1,500,000 10-Year 6½% Secured Bonds to be outstanding upon completion of present sale of securities towards new construction and expansion			$ 102,500†
Annual Dividend Requirements of $7 per share on 12,500 shares Broad River Power Company Cumulative Preferred Stock (this issue)			$ 87,500

* There is now controlled for the purpose of delivery to Broad River Power Company, over 93.6% of the total of Columbia Railway, Gas & Electric Company Preferred and Common Stocks and The Parr Shoals Power Company Preferred Stock. Present financing provides for the purchase of 100% in each instance.

† The proceeds of the securities on which this amount is the annual interest charge will be applied toward the purchase or construction of new property—resulting in additional revenue for the Company not reflected in the above earnings statements.

CONTROL AND MANAGEMENT: Broad River Power Company is controlled by General Gas & Electric Corporation, through ownership of the entire outstanding Common capital stock and the properties are under the management of The W. S. Barstow Management Association, Inc., an organization which has had a long and successful experience as an operator of public utilities.

We do not guarantee the information given herewith, but it is taken from sources which we believe to be reliable.

All legal matters in connection with the issuance of this stock will be approved by Messrs. Pendleton, Anderson, Iselin & Riggs, Counsel for the Corporation, and by Messrs. White & Case for the underwriters.

This stock is offered if, as and when issued and received by us and subject to approval of counsel and to prior sale.

Price per share $93.50 and accrued dividend, to yield about 7.48%

EXHIBIT 27

BROAD RIVER POWER COMPANY

OFFICE OF THE PRESIDENT

November 10, 1924.

MESSRS. PYNCHON & CO.,
New York.
WEST & CO.,
Philadelphia, Pa.
JACKSON & CURTIS,
Boston, Mass.

Gentlemen:

Referring to your proposed offering of Broad River Power Company 7% Cumulative Preferred Stock, I am pleased to submit the following information regarding the Company:

ORGANIZATION AND BUSINESS

Broad River Power Company was organized in July, 1924, in South Carolina for the purpose of acquiring the entire outstanding common and preferred stock of the Columbia Railway, Gas & Electric Company, which latter company owns or controls all the outstanding common stock of The Parr Shoals Power Company and Columbia Gas Light Company. In pursuance of this plan the Company will now take over substantially all of such preferred and common stock of the Columbia Railway, Gas & Electric Company, and of the Preferred Stock of The Parr Shoals Power Company. Columbia Railway, Gas & Electric Company has been in active operation in Columbia, South Carolina, since 1891. It is intended that the Company will effect the transfer to itself of all the physical properties, franchises and other assets of Columbia Railway, Gas & Electric Company, The Parr Shoals Power Company and Columbia Gas Light Company (except that the street railway properties may be held in a separate ownership) after expected authorization by the Legislature of the State of South Carolina, at its next session in January, 1925. In contemplation of its acquisition of the electric and gas properties and other assets of Columbia Railway, Gas & Electric Company and its subsidiaries, Broad River Power Company has commenced the construction of a new Steam Power plant at a site on the Broad River near the present Hydro-Electric plant of The Parr Shoals Power Company. Added to the present power generating and distributing facilities, this plant, together with new transmission lines to Columbia, Spartanburg and Batesburg in South Carolina, will enable the Company to satisfy the present very large demand for power in these sections of the State.

Broad River Power Company with its auxiliary companies will continue to supply electric light and power, gas and electric railway service to the territory in and about Columbia, South Carolina, and will furnish electric light and power service to several additional communities in this section of the State. Present arrangements for extending the electric service include the prosperous communities of Batesburg, Leesville and Lexington. It is estimated that the total population which will be served in the Columbia district is about 100,000, of which over 45,000 are in the City of Columbia, the Capital of the State. By building the 70-mile transmission line from the new plant at Parr Shoals to the Spartanburg district, the Company will obtain a very considerable amount of desirable power business which is not now secured by the company operating in and about Spartanburg because of insufficient production for the territory's requirements. The Spartanburg district, which will be included in the Company's field of operations, has an estimated population of about 75,000.

PROPERTIES AND POWER SITES

The electric properties which Broad River Power Company will control and operate include, in addition to the new steam power plant, two hydro-electric power plants and a steam power plant. The hydro-electric properties consist of the modern plant of The Parr Shoals Power Company, situated on the Broad River near Alston, S. C., and the plant now owned by Columbia Railway, Gas & Electric Company situated within the limits of the City of Columbia. These are supplemented by a modern steam power plant at Columbia. The present installed capacity of these plants aggregates 25,500 k.w., of which 20,000 k.w. is hydro-electric generation and 5,500 k.w. is steam generation. The gas properties include a plant, having a daily capacity of 1,500,000 cubic feet and 60 miles of gas mains. This plant made sales of 195,854,500 cubic feet of gas during the twelve months ended June 30, 1924. The electric railway property consists of 30 miles of standard gauge trackage and sufficient equipment for operation.

The Company, either directly or through its ownership of Columbia Railway, Gas & Electric Company, will control a number of very valuable sites for Hydro-Electric power development, on both the Broad and Saluda Rivers. Engineers of the Company who have examined these sites state that at these well chosen positions a practical development of at least 50,000 k.w. is in sight with power to be produced at very low cost.

NEW POWER PLANT AND TRANSMISSION SYSTEMS

The location of the new steam power plant is at a site on the Broad River now owned by the Company, near the present hydro-electric plant of The Parr Shoals Power Company. The plans for this new development call for an ultimate capacity of 65,000 k.w., of which two units of 12,500 k.w. each will be the initial development. It is expected that the first unit of this plant will be in operation about September 1, 1925, by which time the new transmission lines to Columbia and Spartanburg will have been completed. The new lines from Columbia, westerly through Lexington, Leesville and Batesburg should be in service considerably in advance of this date. The second unit of the new plant will probably be ready for operation early in 1926.

The Company's program for the development of electric power and light business in the Columbia and Spartanburg districts calls for the expenditure of nearly $5,000,000 by the end of 1926. The properties to be added to the present system will add greatly to the Company's revenues. Additional business to the extent of over 11,000 k.w. has been contracted for or is available immediately.

VALUATIONS

The physical properties of Columbia Railway, Gas & Electric Company, Columbia Gas Light Company and The Parr Shoals Power Company were valued as of May 31, 1924, by independent engineers, at a total of $12,227,000, of which only about two and one-quarter million dollars is represented in the Electric Railway Department. This total valuation is exclusive of any franchise or other similar value.

Against the combined valuation of $12,227,000, as stated, Broad River Power Company and its constituent companies will have a total funded debt of $7,819,000 upon completion of financing to be done immediately, including the issuance and sale of $100,000 First and Refunding Mortgage 5% Bonds and $1,500,000 Ten-Year 6½% Secured Bonds. After deducting the amount of funded debt from the total of property valuation, and adding construction funds, the balance is over four and one-half times the present issue of this 7% Cumulative Preferred Stock.

FRANCHISES

Operations in the Columbia district are carried on without competition. Rights to operate which are without limit of time have been granted by the State of South Carolina and by the City of Columbia as well. The franchises are without burdensome restrictions.

CAPITALIZATION

BROAD RIVER POWER COMPANY
(Upon completion of present financing)

	Authorized	Outstanding
First & Refunding Mortgage Bonds	*	$ 100,000
10-Year 6½% Secured Gold Bonds due 1934	$ 1,500,000	1,500,000
7% Cumulative Preferred Stock (this issue)	10,000,000	1,250,000
Common Stock	10,000,000	2,200,000

NOTE.—The bonds of Columbia Railway, Gas & Electric Company and Subsidiary Companies, including The Parr Shoals Power Company, now outstanding with the public, aggregate $6,219,000.

* The First and Refunding Mortgage will be a first lien on the plant and transmission lines of Broad River Power Company presently to be constructed, and a lien upon the physical properties, when transferred, of Columbia Railway, Gas & Electric Company and subsidiary companies, subject to the liens of the Mortgages outstanding against those properties. This First and Refunding Mortgage will not limit in amount the authorized total of bonds to be issued, but the certification and delivery of bonds will be carefully restricted to the refunding of underlying bonds on any properties of the Company owned or acquired, and to the issue of bonds for not to exceed 80%† of the cost or fair value, whichever is less, of properties built or newly acquired. Only $100,000 principal amount of these bonds of Series A will be issued in the first instance as the immediate requirements of the Company in connection with the new construction and the acquisition of its property, including the stocks hereinbefore referred to, will be provided by the issuance of the 10-Year 6½% Secured Bonds, due 1934, the 7% Cumulative Preferred Stock and the Common Stock.

† Series A bonds to the extent of $1,750,000 may be issued only up to 75% of such cost or value.

EARNINGS

Columbia Railway, Gas & Electric Company and Subsidiaries, *
(including The Parr Shoals Power Company and Columbia Gas Light Company)

CONSOLIDATED INCOME STATEMENT

Twelve Months Ended	Dec. 31, 1922	Dec. 31, 1923	June 30, 1924
Operating Revenue	$1,383,475	$1,515,169	$1,558,370
Operating Expenses, Maintenance and Taxes	840,453	819,788	803,607
Operating Income	$ 543,022	$ 695,381	$ 754,763
Other Income	7,535	4,539	4,752
Total Income	$ 550,557	$ 699,920	$ 759,515
Interest Charges	335,485	335,517	340,764
Balance available for dividends, depreciation, etc.	$ 215,072	$ 364,403	$ 418,751
Annual Interest Charges on $100,000 Broad River Power Company First and Refunding Mortgage 5% Bonds and $1,500,000 10-Year 6½% Secured Bonds to be outstanding upon completion of present sale of securities towards new construction and expansion			$ 102,500†
Annual Dividend Requirements of $7 per share on 12,500 shares Broad River Power Company Cumulative Preferred Stock (this issue)			$ 87,500

* There is now controlled for the purpose of delivery to Broad River Power Company, over 93.6% of the total of Columbia Railway, Gas & Electric Company Preferred and Common Stocks and The Parr Shoals Power Company Preferred Stock. Present financing provides for the purhase of 100% in each instance.

† The proceeds of the securities on which this amount is the annual interest charge will be applied toward the purchase or construction of new property—resulting in additional revenue for the Company not reflected in the above earnings statements.

PREFERRED STOCK PROVISIONS

The provisions of the Preferred Stock may be summarized as follows:

Dividends are payable quarterly, February, May, August and November 1st. The shares are fully paid and non-assessable. These Cumulative Preferred shares (par value $100 each) are preferred as to cumulative dividends at the annual rate of $7 per share over the Common capital stock of the Company, and in case of liquidation or dissolution are entitled to a payment of $100 per share and all accumulated or accrued and unpaid dividends before any distribution of assets is made to the Common stock. All of the Preferred shares, but not a part, may be called for redemption on any dividend date on 30 days' published notice at $110 per share and accumulated or accrued dividends up to the date fixed for redemption. Whenever at any one time, four quarterly dividends payable on the Preferred stock shall be in default, the Preferred stockholders shall be entitled to vote for and elect a majority of the Board of Directors of the Company, which voting right will cease as soon as all accumulated and unpaid dividends have been paid in full. The Company, with the consent of the holders of not less than two-thirds in number of the outstanding shares of its Preferred stock and the consent of the holders of not less than two-thirds in number of the outstanding shares of its Common stock, but not otherwise, shall have the power from time to time to increase the authorized number of shares of the Capital stock of the Company of any class and with like consent to create other Preferred stock with such preferences, rights, privileges, limitations, restrictions, terms and conditions as may be determined, except that the amount of Common stock may be increased by the favorable vote of not less than two-thirds of the entire Capital stock regardless of class. On application to the Company it will refund to the owner of any shares of this 7% Cumulative Preferred stock the tax which may be assessed and paid in Pennsylvania on the ownership of such shares (now assessed at the rate of 4 mills per dollar of value), but in no case shall such tax refund exceed 40 cents per share per annum. To obtain such refund, written application must be made to the Company at its office in New York within 60 days following the payment of any such tax. On similar application the Company will refund also any tax assessed and paid in Massachusetts on the income derived from the ownership of any shares of this stock, but in no case shall such tax refund exceed 6% of the dividends received.

GENERAL

Broad River Power Company and its subsidiaries will serve important industrial sections of South Carolina. In addition to Columbia and Spartanburg, a number of other growing communities will be included in the field of the Company's operations. The progress being made in this section of the South is reflected in the continually increasing population as the result of the building of many new textile mills as well as additions to those already operated, and the establishing of other industries which may be carried on profitably in this territory.

Columbia, in Richland County, the geographical center of the State, is served by three important trunk line railroads—the Southern Railway, Atlantic Coast Line Railway and Seaboard Air Line Railway, in addition to the Columbus, Newberry and Laurens Railroad. These railroads operate eleven separate lines out of Columbia. Direct connections are established with Charleston, S. C., Wilmington, N. C., Richmond, Va., Washington, D. C., Cincinnati, Ohio, and Savannah, Augusta and Atlanta, Ga. Columbia is also the center of the state highway system in South Carolina, readily accessible from all important points. There is an ample supply of both skilled and unskilled labor. While the manufacture of cotton goods is the chief industry in this section, there are various other industries such as fertilizer mills, lumber mills, grist mills, tile and clay product plants, foundries and machine shops, furniture factories, quarries, stone works, and other manufacturing plants in a diversified list. The new building construction authorized and under way in Columbia is stated to be valued at nearly $5,000,000. The industrial growth of the community is indicated by the increase in Bank Clearings from $56,472,054 in 1916, to $144,619,644 in 1923.

CONTROL AND MANAGEMENT

Broad River Power Company is controlled by General Gas & Electric Corporation, through ownership of the entire outstanding Common capital stock and the properties are under the management of The W. S. Barstow Management Association, Inc., an organization which has had a long and successful experience as an operator of public utilities. Among the prominent utility companies now under this management are: Metropolitan Edison Company; Pennsylvania Edison Company; The New Jersey Power and Light Company; Binghamton Light, Heat & Power Company, and North Carolina Public Service Company, Inc.

All legal matters in connection with Broad River Power Company's purchase through stock control of Columbia Railway, Gas & Electric Company and The Parr Shoals Power Company properties, as well as the issuance of this 7% Cumulative Preferred Stock, will be approved by Messrs. Pendleton, Anderson, Iselin & Riggs of New York, Counsel for the Corporation. The accounts have been audited by Messrs. Haskins & Sells, Certified Public Accountants.

Yours very truly,

W. S. BARSTOW,

President.

[fol. 1039] EXHIBIT IDEN. 1.

TRANSCRIPT OF HEARING HELD MARCH 23, 1927, BEFORE THE RAILROAD COMMISSION OF SOUTH CAROLINA

In re COLUMBIA RAILWAY, GAS & ELECTRIC COMPANY

Petition to Discontinue Street-Car Service in the City of Columbia

Present:

Of the Commission: Chairman, S. C. Blease; Commissioners Jas. N. Pearman, Jno. H. Nance, J. C. Coney, D. F. Sapp, T. H. Tatum.

Representing the Commission: Hon. Jno. M. Daniel, Attorney General; Mr. Cardie Page, Asst. Attorney General.

Present:

For the Petitioner: Mr. Wm. Elliott, Counsel; Mr. W. C. McLain, Counsel; Mr. R. L. Peterman, Vice-President; Mr. F. D. Campbell, General Manager; Mr. J. M. Costello, Auditor; Mr. J. M. Spence, Superintendent.

Mr. D. W. Robinson, Attorney, representing the Town of Eau Claire.

Mr. Jno. Duncan, representing the Town of Colonial Heights and himself as an individual.

[fol. 1040] COLLOQUY BETWEEN CHAIRMAN AND COUNSEL

The Chairman: The meeting will please come to order. Last week we had a Hearing for the Columbia Ry., Gas & Electric Company to show cause why they discontinued the street car service. After this Hearing Order #343 was issued requiring them to reinstate the street car service or be penalized according to law. The Street Railway asked for a re-hearing, and also the public requested a hearing in regard to this service.

The Commission has gone into executive session and has agreed to give the Columbia Ry., Gas & Elec. Co. a re-hearing on the Rule to Show Cause, and also as to the discontinuance of the service, as the Street Railway wanted

and as some of the citizens wanted, and it has been decided to go into this hearing in full at one time and at one sitting.

Q. We want to know if all parties interested are ready. How about the Street Ry. Co.

A. Ready.

Q. How about Mr. Cleveland?

A. Ready.

Mr. McLain: Except this, Mr. Chairman, we were served at about 10 minutes to ten with a Notice to Produce. We do not know how long it will take to get up the data in response to this notice.

The Chairman: If the Commission sees fit they can give you time to get that in.

Q. Mr. Daniel, are you ready?

The Attorney General: So far as I know.

Q. How about the Town of Eau Claire?

Mr. D. W. Robinson: Ready.

Q. Mr. Duncan, are you ready?

Mr. Duncan: I am at your service.

[fol. 1041] The Asst. Attorney: We would like to state here that when they produce the records under that notice, we might want to cross question the witnesses with reference to those papers after they come in. Mr. McLain, when do you think you could get them in?

A. So far as I know with reference to this one, contracts and correspondence as to the ownership of certain street cars, I don't know whether there is any such thing. I have never seen any such thing as is referred to. I have heard there was a contract and correspondence with Melton & Belser.

The second one "Showing manner and method of transfer," we think as to that it is incompetent. This is a hearing on the question of the right of the Street Railway Company to discontinue street car service. As to that Mr. Costello may be able to testify in a general way. I do not know of any books, simply book entries made on the books of the company.

We have this third thing, "All books and records."

(To Mr. Peterman:) Have that since 1922?

Mr. Peterman: Yes, have that this morning.

Mr. McLain: "Records, Books and Disbursements," if that relates to the Street Ry. Co. I think we have that

this morning, might have some of it combined, but it will give the total; might not show the salary each conductor or motorman or the superintendent got but it will show the total of all salaries.

The Attorney General: It has just been stated that the Street Car Company is not prepared to furnish some of these documents at this time. I think it would expedice the hearing if those books were produced and we had some chance to go over them, I think we could proceed more rapidly.

[fol. 1042] If it would meet the will of the Commission and the gentlemen concerned, I should be glad if this hearing could be put off until Friday. If we are going to hear the whole thing, and if we had access to the records, I think we could get along more rapidly. If it meets the will of the Commission I will be glad to continue until Friday or whatever time you say. I simply suggest Friday.

Mr. Tatum: Mr. Attorney General, might it not expedite matters to go as far as we can today, and if we find, in the course of the hearing it would be proper for you to have the papers, the hearing might be adjourned?

The Attorney General: I was thinking those records would suggest a large part of the hearing; from inspecting those records a certain line of inquiry would be opened up.

Mr. Tatum: I don't think any decision could be reached by the Commission until all the testimony was in, whether or not we postpone the whole matter until those papers are produced.

The Attorney General: I am tied up with the General Assembly, they adjourn on Friday.

The Chairman: What does the Street Railway think about that?

Mr. McLain: It seems to us it is entirely up to the Commission; we are ready to come back on Friday. We have today earnings statements of the Street Railway Co. from 1922 to date, until the end of February, both by months and years, itemized, and in a general way we also have the information that the Attorney General requested with reference to power rate to the Street Ry. Co.; also have a summary of the operating losses of the Street Railway Co. for five years; also have all the various orders of the Railroad Commission here, which shows what has been done towards relieving the Company, carrying out various sug-

[fol. 1043] gestions; also have a statement of the working and current assets and current liabilities of the street Railway; a statement showing interchange tickets, tokens and transfers with the Bus Co., requested by the Attorney General; we have the power situation analyzed to show exactly how much the Street Railway Co. would pay for power on Schedule #1, which is the schedule applicable to cotton mills; have a statement of the salaries paid on account of the Street Railway, the General Manager, clerk, legal and medical services. Then we have all the information—and which we take the position is incompetent—information requested at the last meeting in regard to the Broad River Power Co.; also have certain information with reference to the so-called Merger Act, which likewise we don't think is competent, but we have it here. If the Commission decides it is competent it can be gone into.

As to the matter specified in #1 of this Notice to Produce, it is hard to say how long it will take to find something you don't know whether you have or not. Naturally we would have to go through every file inherited or bought from the Street Railway. It may be we could have it by Friday, but so far as I am informed there are no such documents in the files. The gentlemen from Eau Claire may have some. If might be this company if we ever had copies, has lost them.

The Attorney General: It looks like to me, from the statements and the testimony taken in the hearing the other day, that the Broad River Power Co. is a proper party to this action and necessary. Some members of the Commission were not present then. The testimony was that [fol. 1044] the Broad River Power Co. was paying certain sums of money; they were employing all these officers, working the matter through and through; although they were paid salaries by the Broad River Power Co., the testimony was they kept accounts kind of through and through. Whenever losses came to the Street Car Company the Broad River Power Co. paid them, took no security, charged on the books as a deficit to the Street Car Co.

Now we think that is a very material proposition in this way. They should not be allowed to keep books in any way satisfactory to them, but the public is concerned in this matter. It is a material fact to be determined, whether or

not their method of bookkeeping is correct, or whether it is such a system that losses charged to the Street Car Co. are profits to the Broad River Power Co. I asked the question on that as the hearing as to whether or not these salaries of these officers were prorated out, to the Gas Co., and the Street Ry. and they said no we get all our pay from the Broad River Power Co., yet they undertake to transact the business of the Street Car Co.

We think, in that situation the Broad River Power Co. is a matrial and necessary party to a full and final and satisfactory decision of this whole matter. The Barstow interests are managing the whole proposition, and we don't conceive it to be the proper procedure to get one of these little pigeon holes and present it and say we did so and so, and not give us the opportunity to say whether what they did was proper. They have had their own way of carrying on. We have reached the parting of the ways and they must justify what they have done. We are inquiring into it at one hearing involving this whole important matter. [fol. 1045] We have come to the propositon where the final word has been spoken. We want to know all the fact. We are scrutinizing more carefully their conduct; whether or not it is a natural result of affairs which results that the Traction Co. is unable to operate its cars in Columbia. We think that the Broad River Power Co. should be made a party to this action and come in here and gave us this information.

The testimony says they are so inter-related they don't even have separate officers; one set of officials, paid by one company, keep the books and everything else. We are entitled to look into the conduct along that line, and I ask, on behalf of the public that the Barstow interests and the Broad River Power Co. be made parties to this action.

Mr. Tatum: Do you make the motion that they be brought in?

A. Yes, I address that to the Commission in its official capacity.

Q. Does that necessitiate an amended process to bring them in?

A. I presume so, unless they admit they are representing all those interests and are before the Court now.

Mr. McLain: We are here in response to an order of the Commission, directed to the Columbia Ry., Gas & Elec. Co. The books of the Broad River Power Co. are in the Arcade Building, and the Railroad Commission has authority, as we understand it, to send down there and have those books audited. We will be glad to turn them over to auditors selected by the Railroad Commission any day you see fit.

We do take the position that regardless of whether the Broad River Power Co. and the Columbia Ry., Gas & Electric Co. are the same or different, the law is, even if they are the same or one branch of a company, giving one kind of service, you cannot under the constitution of the State [fol. 1046] and the United States, they cannot be forced to operate that branch at a loss, even though the other branches are making profits. That has been decided by the U. S. Supreme Court in a number of cases.

Q. Could you cite some instances?

A. Yes. The Supreme Court of Illinois. The only reason I brought it in preference to the other cases is because it is quite short and clearly stated, and gives so nearly the exact situation here. As I read if you gentlemen will forget the Broad River Power Co. and imagine these three different services are gas.

Mt. Carmel Public Utility & Service Co. vs. Public Utilities Commission, decided April 21, 1921, reported in 21 A. L. R., page 571:

"A state has no power to compel a corporation engaged in operating a public utility to serve the public without a reasonable compensation, since its power is limited to regulation and not to confiscation."

"The principle is equally applicable to any legislative act imposing an obligation upon a corporation engaged in a business impressed with a public interest. If the corporation is required by any act or proceeding to devote to the public the use of its property without compensation or without a reasonable compensation, it has been deprived of its property and of the equal protection of the law. Where a public utility corporation is engaged in furnishing to the public through various departments of its busi-

ness, different kinds of service, it cannot be compelled to carry on a branch of its business which furnishes one kind of such service at a loss, even though at the same time its whole business may be conducted at a profit."

The Court cites at least three decisions of the U. S. Supreme Court in support of the specific proposition that a utility furnishing different services, cannot be forced to run any one at a loss although the others may be making [fol. 1047] a profit.

We are prepared to show you that the Broad River Power Co. is not making a profit on the gas and electric service at the present time; not making a fair return on its investment. As a matter of fact, the figurs show this return is only 5.25 per cent without any charge for depreciation.

The State of South Carolina by solemn act pursuant to contract entered into by the Columbia Canal Commission authorized the separation of these properties, transferring one to the other and these franchises, which was done, as I said once before, entirely to enable the same company to properly finance the steam plant at Parr Shoals and other betterments and improvements to public utility properties in and around Columbia.

The Attorney General: Mr. Chairman, I want to read this answer to Mr. Tatum's question. (Reads from transcript of previous hearing.) That shows they regard their affairs as practically one concern except in the matter of discontinuance, or when any loss occurs the Broad River Power Co. sees fit to put in on the books of the Street Car Co. at 6% and show it as a deficit of the Street Car Co.

Mr. Jno. Duncan: I want a word in reply to the position taken by Mr. McLean, where he quotes citations here as to losses. The Railroad Commission now is representing the general public and the State in ascertaining whether or not there is any honest loss. When it develops here that they are paying $500 a month fo- a bus line to help them bring out an apparent deficit, we doubt that there is any legitimate deficiency and that is the question the Railroad Commission has to determine whether or not there is any legiti- [fol. 1048] mate deficiency, whether or not it is not a prepared showing in defiance of the facts and is not a proper

handling of their affairs. Surely the public should not be made the "goat" by reason of these men manipulating their affairs so as to make an apparent deficiency.

Mr. McLain: I am at a loss to understand why the Attorney General objects to the Broad River Power Co. paying some losses of the Street Car Co. for the purpose of deciding whether or not the Street Car Co. is compelled to give service. If the Broad River Power Co. sees fit to absorb the street car losses, certainly the street car company is in a better position.

As to the Bus Co. there is no testimony that the Street Car Co. or the Broad River Power Co. paid a single penny of the $500 a month; the testimony was that the Spartanburg Bus Co. was managed by the same man that manages the Columbia Bus Co. and he got a salary of $500 a month from the Spartanburg Bus Co. for managing the Spartanburg Bus Co. and not for his business in Columbia.

The books, as I say, can have auditors go over them and see if all the losses charged are properly to the Street Car Co.

Mr. Duncan: My understanding of the testimony is quite different.

The Chairman: Mr. McLain, the Commission feels that in view of the fact that the Barstow interests, that is the Broad River Power Co., the Street Railway Co. are so nearly allied, the Commission would like to go into the whole matter as a whole. If you feel like going on, the Commission reserves its rights to decide as to anything as it comes up.

Mr. McLain: We made the objection purely to preserve our legal rights. We have no objection if the Commission sees fit to go into it. We are prepared to go into it to a [fol. 1049] certain extent this morning.

We have, as to the Broad River Power Co., this morning a statement of the rate of return for 12 months ending February 28th on all its properties, showing property values, materials and supplies, working capital, depreciation and reserve, operating income before depreciation and what that figures out as a percentage.

Also have earning statement of the Broad River Power Co. for 12 months ending February 28th, 1927, taken from the books of the Company.

Also have a statement showing that between October 24th and February 28th, 1927, the Broad River Power Co. has expended in betterments $7,638 and some odd dollars.

That is all we have as to the Broad River with the exception of certain data with regard to the canal settlement and merger act which was approved in that settlement. We haven't the books of the Broad River Power Co. only to the extent I have mentioned. We can go into all the operations of the Broad River Power Co. for the past 12 months and no further this morning.

The Attorney General: As I expressed a while ago, I haven't had time to reach the testimony from the last hearing. I don't see any satisfactory reason for separating the properties. It is usually recognized when you go into a thing it is more satisfactory to conclude it. If we take up part of it this morning, it may be we will have to go back and repeat, whereas if we know the records we could get along much faster.

Mr. McClain: Mr. Chairman, I suggest this, that this morning we file copy of all the figures we have as to the [fol. 1050] Street Railway, and the Attorney General can have a chance to borrow them from the Commission and go over them so he will be prepared to examine the witnesses at the next hearing. I don't believe detailed statements of operations the Broad River Power Co. can be gotten up by Friday, quite a lot of work, the physical labor of typewriting them.

The Attorney General: We just want to know when it will suit you?

Mr. McLain: Mr. Peterman thinks it will take a full week to get them up.

Mr. Tatum: Will that suit the attorney general?

The Attorney General: Alright.

Mr. McLain: We will file all we have as to the street car company. Some reference was made as to making the Barstow interests a party. I do not know what that is. There are only two companies operating in Columbia, the Broad River Power Co. and the Columbia Railway, Gas & Elec. Co. The so-called Barstow interests own property in other places, the Street Railway in Spartanburg; operates the gas and electric properties in Spartanburg, and other places, all under different companies, and which of course

have absolutely no connection with the Columbia companies.

The Chairman: The Columbia companies, operating in Columbia is all we are interested in.

Mr. Tatum: Is it necessary for the Commission to serve any additional processes?

Mr. McLain: We would like to preserve our legal position. We would like this other order to be amended so as to include the Broad River Power Co., and state just what they want us to produce, which I suppose will be a general [fol. 1051] statement of operations since the Broad River Power Co. was organized.

Mr. Tatum: Stating the names of such corporations as the Commission desires brought in and serve you with it?

A. You don't need to serve it, just notify us.

Mr. McLain: I will now file as Exhibit #1, a detailed statement of the operations of the Street Railway Co. from January 1, 1922, to February 28, 1927, together with certain information requested by the attorney general, and explanatory statements and summaries of the detailed report.

The Chairman: The meeting will adjourn until next Wednesday morning at 10.00 o'clock.

[fol. 1052] TRANSCRIPT OF HEARING HELD MARCH 30, 1927, BEFORE THE RAILROAD COMMISSION OF SOUTH CAROLINA

In re COLUMBIA RAILWAY, GAS & ELECTRIC COMPANY

Petition to Discontinue Street-car Service in the City of Columbia

Appearances:

For the Commission: Chairman S. C. Blease; Commissioners Jno. H. Hance, J. C. Cones, D. F. Sapp, T. H. Tatum, R. H. McAdams.

For the People: Hon. Jno. M. Daniel, Attorney General; Mr. Cordie Page, Asst. Attorney General.

Mr. D. W. Robinson, Attorney, representing the Town of Eau Claire.

Mr. Jno. Duncan, Attorney, representing the Town of Colonial Heights and himself as an individual.

Mr. W. E. Belser, Mr. August Kohn, Mr. A. G. Baltzager, Mrs. S. Y. Riddle.

For the petitioner: Mr. W. C. McLain, Counsel; Mr. R. L. Peterman, Vice-Pres.; Mr. F. D. Campbell, General Manager; Mr. J. M. Costello, Auditor; Mr. E. R. Ging, General Auditor; Mr. J. M. Spence, Supt.

For the Carolina Transit Co.: Mr. Chester Hawkins, Gen. Mgr.; Mr. J. W. Thomas.

[fol. 1053] The Chairman: This Street Car situation, with which we are all more or less familiar, has been up several times recently. We had hearings on March 18th and March 23rd and it was finally postponed until today, March 30th.

On March 23rd, on motion of Attorney General Daniel, we made the Broad River Power Co. a party to this hearing, to go further into the discontinuance of the street car service in Columbia; also Rule to Show cause and which was not granted the Street Railway Co. by the Commission, but we will take it all up together this morning.

Mr. McLain: I understood the Commission, at one of the other hearings, gave me permission to amend the petition which the Company had filed, and in accordance with that I have here and desire to file now an amended petition. I am sorry we haven't enough copies to go around.

This is an amendment to petition asking for permission to discontinue and not for a re-hearing with the Commission.

(Reads amended petition.)

In reference to the order of the Commission, dated March 23rd, requiring the Broad River Power Co. and the South Carolina Gas & Elec. Co., and the Carolina Transit Co. being made parties, I should like to state that, although we are objecting in so far as the Broad River Power Co. and the South Carolina Gas & Electric Co. are concerned, to any testimony with regard to those companies, in response to that order Mr. R. L. Peterman is here, an officer of the So. Car. Gas & Elec. Co., which operates in Spartanburg, also the Broad River Power Co.

[fol. 1054] Mr. Tatum: Mr. Peterman represents both of them?

A. Yes, I don't know who represents the Carolina Transit Co.

Mr. Thomas: Mr. Hawkins here represents the Carolina Transit Co.

Mr. McClain: At the last hearing, Mr. Chairman, we introduced a statement showing the operating revenue and operating expenses of the Columbia Ry. Gas & Elec. Co. from 1922 down through February 1927, and we should like now to formally introduce those figures in evidence and have them sworn to. For that reason I would like you to swear Mr. Costello.

The Chairman: Mr. Daniel, are you ready?

A. Yes.

Mr. Thomas: We object to the Carolina Transit Co. being in this hearing. It has no connection with the Broad River Power Co. or the Street Railway Co., but we are here in response to your summons and are ready and willing to cooperate in any way we can.

Mr. J. M. Costello, being sworn, testified as follows:

Mr. McLain: Mr. Costello, you are auditor for the Columbia Ry. Gas & Elec. Co., I believe?

A. Yes.

Q. You have before you certain statements showing the operating revenue and expenses of the Columbia Ry. Gas & Elec. Co. for the years from January 1, 1922, to February 28, 1927?

A. I have.

Q. Are those figures, which we have introduced in evidence, taken from the books of the Company?

A. Yes.

Q. Are they correct?

A. Yes.

[fol. 1055] Q. Will you state what the total of the losses before depreciation and interest were taken, for the year 1922?

A. For the twelve months ending December 1922 the operating deficit of the Columbia Ry. Gas & Elec. Co., was $144,513.21.

Q. For 1923?

A. For the year ending Dec., 1923, $102,477.28.

Q. For 1924?

A. For the year ending Dec., 1924, $138,047.05, deficit.

Q. For 1925?

A. For the year ending Dec., 1925, deficit of $87,812.13.

Q. 1926?

A. For the 12 mos. ending Dec. 1926, $47,630.35.

Q. For the two months ending Feb. 28, 1927?

A. For the two mos. ending Feb. 28, 1927, a deficit of $10,953.08.

Q. I notice here the deficit for 1925 is considerably less than for 1924, and the deficit for 1926 is considerably less than for 1925, what is the explan-tion of that?

A. I construe that to the fact that economies were put in since we took over the operation.

Q. Were some of the street cars discontinued during that period?

A. I am under the impression that is the case also.

Q. As I understand it, all of these losses are losses before depreciation and interest charges?

A. That is right.

Q. Since 1925 have there been any interest charged against the Street Railway Co. at all?

A. None whatever.

[fol. 1056] Mr. McLain: Now, Mr. Chairman, I wish to call especial attention to and read into the record according to the petition, Order No. 322 of this Commission, dated December 11, 1925, and call particular attention to the following paragraph, paragraph 2, of that order:

"Apparently, many people residing within the territory above named desire street car service. At the same time, it is apparently realized by all parties at interest that the service at present, and for some time past, has been operated at quite a loss to the company. This has been developed through conferences, in most instances, before the Railroad Commission of South Carolina and members of the City Council of Columbia, at which statements were made by those in authority to know, and exhibits shown, the accuracy of which was vouched for by the proper officials of the company."

If necessary, Mr. Chairman, we should like the original of those orders, in lieu of copies which we have, or that the accuracy of the copies be checked and we be allowed to in-

troduce them in lieu of the original orders, if that is agreeable, and the same as to the other orders which are attached to this exhibit. We wish now to formally introduce these figures and this exhibit. That is all we have for the present.

(Papers referred to marked Exhibit #1.)

Mr. McLain: It contains detailed statements of losses from 1922 down to and ending February 28, 1927, together with a summary of those losses; also certain correspondence and certain orders of the Railroad Commission, putting into effect various charges and authorizing the discontinuance of certain lines and various matters; also a statement of the working and current assets; current and accrued liabilities of the Columbia Ry. Gas & Elec. Co. as of Feb. 28th, 1927; also a statement showing the periods during which various fares were charged by the Street Car Company; also statement showing the interchange of tickets, tokens and transfers between the *the* Street Rail- [fol. 1057] way Co. and the Carolina Transit Co.; also statement showing comparision between the rate for power charged to the Street Railway and the standard rate approved by the Commission and which is in effect with respect to cotton mills; also statement of the outstanding stock ownership of the Columbia Ry. Gas & Elec. Co.; also statement of the distribution of the present salaries charged against the Street Railway Co.

The Attorney General:

Cross-examination:

Q. Mr. Costello, this statement on page 7, you haven't got a copy. We will just start *r*hrough it, going back to 1922, the first page, I notice an item, Mail $182.84, what is that?

A. We have an arrangement with the Government whereby we carry mail at certain points, under contract or some arrangement.

Q. Is that outlay?

A. Income.

Q. Listed as income?

A. Elsewhere, it is reflected here as operating revenue.

Q. You get $182.84.

A. Yes.

Q. At the bottom of that page, where it says "Operating Income" in red ink?

A. That is a deficit, equivalent to a deficit, operating deficit.

Q. How do you show that, I do not see where it is deducted.

A. If you will look at the total operating revenue, $195,858.34; that is the gross receipts of the company; look further, summary of the total operating expenses and taxes, $340,371.55, the red figure indicates excess of expenses over revenue.

Q. The difference between $195,858.34 and $340,371.55?

[fol. 1058] A. Yes.

Q. What does that represent, $1,012.50, station and car privileges?

A. Advertising in the street cars.

Q. Income you get from pictures and things of that kind?

A. That is right.

Q. In 1922 you spent $37,305.55 for equipment?

A. Maintenance of equipment.

Q. Power cost, $57,306.96?

A. That is right.

Q. What does that traffic represent, $763.20?

A. Chiefly composed of maintenance of parts, under traffic in detail if you will follow; that is a summary of those expenses.

Q. They are not numbered, what is the first item?

A. Power, then it follows down, traffic. You will notice under Traffic Account #80, Advertising $763.20. That is made up of salaries and expenses of advertising agents, cost of printing, publishing and distributing time tables, folders and notices to shippers, advertising in newspapers and periodicals.

Q. What are you reading from?

A. The interstate classification, which is the basis on which the accounting is made by the Railway.

Q. Does that have to exist in some states?

A. It does exist in states prescribed under the classification.

Q. What is that salary of officers?

A. Reading from the classification——

Q. When it comes down to your specific case?

A. I cannot tell you exactly.

Q. As a matter of fact you are unable to explain that item in detail?

A. Other than the fact as covered, it is expense of ad- [fol. 1059] vertising of the Street Railway.

Q. You know there is such a classification under the Interstate Commerce Act, and you put some figures there to show you did not ignore that item?

A. That is the actual expense as I am reading it off here.

Q. You said over here at the page where we first started, $763.20 income?

A. No sir, you will notice the summary of that operating expense and taxes, all expense of the Street Ry.

Q. Has the Interstate Commerce Commission got anything to do with the Railway here in Columbia?

A. This classification is the accepted system which is operates under.

Q. You are trying to make your expenses correspond with the Interstate ruling?

A. Purely from a bookkeeping standpoint. For instance, advertising in newspapers, periodicals, to secure traffic, one item.

Q. What advertising do you do to secure traffic. Most of this has been to get rid of it?

A. In 1922, I don't recall conditions, I was not present, signs on cars advertising special events.

Q. You get pay for that? Put that here as expense?

A. That would be expense incurred by the company.

Q. You are naturally bound to get paid?

A. That is represented in the revenue.

A. If you didn't get paid, would it be fair to charge as expense?

A. Wouldn't put it on in that event.

Q. You do say that is income and not expense?

A. No, expense the company undergoes for advertising; [fol. 1060] if they derive any revenue, it is reflected in the revenue account. These expense accounts don't reflect any earnings, it is direct expense incurred by the company; revenue of the company derived from those earnings is reflected at the top part of the statement.

Q. Where do you read that, as operating expense?

A. That is right. Revenue under the item station and car privileges, $1012.50.

Q. You got that much and paid out $763 of it, quite a profit on that?

A. That is practically what it would represent.

Q. Profit to the company?

A. I guess you could construe it as that phase of it.

Q. You are just guessing at that?

A. I could not say definitely that was the case.

Mr. McLain: I would like to state to the Attorney General that we have all the vouchers from the first of 1925; that these figures are taken from the books of the old company which this gentleman never saw.

The Attorney General: Over on the next page, "Distribution System $8,827.38, what does that mean?

A. You understand this is based on each account. Under distribution system, that represents labor and material used in repairing the distribution system.

Q. That represents your business not the Street Ry. business?

A. That is expense in repairing the trolley overhead.

Q. You repair in one year to the extent of $8,827.38?

A. That represents additional wire, poles, etc.

Q. When you refer to poles, if you discontinue the street [fol. 1061] cars you take down those poles?

A. I am not prepared to answer that.

Q. You are charged up with the poles, you ask to discontinue; if you discontinue you take down the poles as a part of the street car system?

A. I would not have any connection with that.

Q. As a practical proposition that would result?

A. I could not answer that.

Q. How do you know this is a correct charge for poles?

A. I know from the records; that is what the records reflect. I presume the records were kept accurately.

Q. You do not know whether the expense was incurred by the Railway Dept. or in conjunction with the electric department?

A. I was not here, so I cannot say definitely that was the case.

Q. What is that Miscellaneous electric line expense? $26.23?

A. That amount includes the expenses in connection with the maintenance of electric lines not properly chargeable to other accounts. If you will allow me to read Account #22 I will give you an idea of what the distribution system includes.

Q. According to the Interstate Commerce Commission. I am trying to get nearer home. Tell us what it means to you here in Columbia?

A. The amount is so small I could not say off hand.

Q. It wasn't too small for that, brought about a deficit. You do not really know what it means?

A. Not off hand.

Q. Buildings, fixtures and grounds, what does that cover, $181.01?

A. (Reads.) "This account shall include the cost of labor and material used in repairing car houses, shops, general office, stations, * * * and all other buildings and [fol. 1062] structures (except power plant and sub-station buildings and towers of buildings used exclusively for interlocking and signal apparatus * * * This account shall also include the cost of repairing fixtures, maintaining walks, driveways * * * The term buildings, fixtures and grounds, in addition to embracing the buildings proper includes permanent fixtures, permanent foundations for machinery and apparatus. * * *"

Q. Suppose you did not have any of those things, would you have to put it down. I ask you what it means to you in Columbia, what does it include?

A. Different phases of expense in proportion.

Q. What the Interstate Commission says you are supposed to have or liable to have?

A. That is right.

Q. What did you have, you made an item, what do you mean for that to include when you put down $181.01?

A. All the information I can give you in respect to these years is what the classification expense provides for.

Q. Do you mean to tell this Commission it has been your policy to read that statement from the Interstate Commerce Commission, and without knowing what it means in actual words to your company, you have made an arbitrary entry

in conformity with some regulation of the Interstate Commerce Commission?

Mr. McLain: Mr. Chairman, I don't like the attitude of the Attorney General to this witness. He stated he was not here in 1922. These figures are taken from the books of the old company. He is down here to show him those books made up in accordance with the rules and regulations of the Interstate Commerce Commission. The Interstate [fol. 1063] Commerce Commission orders that books of railroads, utilities shall be kept in a certain manner. I do not think it is proper for the Attorney General to insist on the witness making a false statement.

The Attorney General: I hope I haven't insisted on anything like that. I think Mr. Costello and I are getting along pretty well. When he comes to a place he doesn't know, he ought to tell me he doesn't know. It is right hard for counsel on one side to examine witnesses satisfactory to the other side. I try to be fair and do not intend to be otherwise. When we don't agree as to the method of bookkeeping, I don't think I should be limited as to what counsel on the other side thinks I should bring up.

The Chairman:

Q. How long have you been keeping these books?

A. We took over the proposition in September or October, 1926. From that date on I have been auditor of the Company and keep the records.

The Chairman: Mr. Daniel has a right to ask you those questions. If you don't know tell him you don't know. When you get to where you actually kept the books and are more familiar with them you can answer all his qyestions.

Mr. Costello: I want to mention to Mr. Daniel, I have the operating details in connection with these statement- from July 1st 1925 with me. If he is interested about any account I can dig them out from the records.

The Attorney General: What part of 1926 did you get into the business?

A. September or October. I only have the detailed reports from July 21 1925 here with me.

[fol. 1064] Q. Haven't you got the detailed reports of the others as well with you?

A. No sir.

Q. You have got that at the office?

A. Yes.

Q. The first item, way and structures, Superintendence—No Operating revenue 1925 $155,830.99?

A. Yes.

Q. There is an item there Mr. Costello which says "Parlor, chair and special car $1,012.73. Were those parlor and chair cars you bought?

A. That repres-nts revenue derived from special cars operated now and then. Recently been for the purpose of taking girls to and from college, derived a flat rate.

Q. You don't really have parlor cars?

A. We construe it as a special car.

I wanted to understand it, I hadn't seen any of those parlor cars.

Q. Station and car privileges, $1,083.34. Did you spend any of that. Is that taken off, does that account come off?

A. It so happens that the advertising as reflected by this report was direct revenue and incurred under expense in connection with that revenue, no direct expense.

Q. You spent $50,295.71 for power?

A. That is right.

Q. How do you pay that?

A. I have got the bills by months.

Q. How do you settle those?

A. Each month. Do you care for me to read off the [fol. 1065] kilowatt hours by months for 1925?

Q. Just give us a few of those?

A. Starting with the month of January, 1925, for that month kilowatt hours used by the Railway 347,740, for which the Railway Dept. is charged $5,216.10; for the month of February, 1925, kilowatt hours 346,230, amount $5,193.45.

March,	1925, K. W. hours	281,650,	amount		$4,224.75
April,	1925, K. W. hours	278,140	amount		4,182.10
May,	1925, " " "	239,490	"		3,592.35
June,	" " " "	241,220	"		3,618.30
July,	" " " "	205,610	"		3,084.15
August,	" " " "	196,080	"		2,941.20

Sept., 1925, K. W. hours	198,320, amount		$2,974.80
Oct., " " " "	252,580	"	3,788.70
Nov., " " " "	250,650	"	3,759.75
Dec., " " " "	239,010	"	3,585.15
Total for the year	3,076,720	"	$46,160.80

Q. On that same page what is general and miscellaneous item $24,428.33?

A. If you will turn to the last page under the total I can give you that information.

Q. You have'nt got a bill or statement showing what that includes?

A. Under "General and Miscellaneous" you will find the total $24,428.33; That is composed of "Salaries and exp. of general officers $2,698.02."

Q. That is only one-third of your general manager's salary?

A. That is right and any expense occasioned on the Railway.

Q. Come down.

—. "Salary and exp. of general office clerk," $2,070.97.

Q. One clerk?

[fol. 1066] A. Yes, that is the proper portion of that charge.

Q. Does he work for anybody else?

A. Primarily on railway work.

Q. What is the other part?

A. I construe 90% or more on Railway work; a small per cent might be applicable to the Broad River Power Co.

Q. You did put all under the Street Railway?

A. We arbitrarily take one division; That is off-set; no expense of my salary is charged to the Railway. We are very conservative in the amount of expense and salaries charged to the Railway Dept. No salary for Mr. Peterman or myself or the Assistant Treasurer of the Company, only one clerk.

Q. Do you pay your clerk a salary?

A. Yes.

Q. How do you figure the salary, $2,070.97?

A. You understand this is Salary and Exp. of General office clerks.

Q. You say just one?

A. One primarily in that account, it would represent as near as I can recall somewhere in the neighborhood of $1,700 or $1,800.

Q. You say it includes expense, have you got a bill of supplies and expense? (Voucher handed Attorney General by Mr. Costello's assistant.) 409?

A. That is right, that is office supplies.

Q. He is in the office?

A. You could construe that account as general office clerk; the expense under his part is individual expense.

A. Would you separate the head man's expenses and not separate the clerk's expenses?

A. We are operating the books on the basis of this [fol. 1067] classification which divides expenses and salaries of general officers from clerks.

Q. What classification is that?

A. Interstate Commerce Commission.

Q. What do they require you to keep, what report do you make?

A. This classification was adopted primarily by ourselves.

Q. Do you have to make any statement to the Interstate Commerce Commission?

A. Not to my knowledge.

Q. Therefore when you answered you were required to keep records for the Interstate Commerce Commission you were in error?

A. I don't think I made such a statement.

Q. What was your answer?

A. This bookkeeping system was adopted for that purpose.

Q. Purely a voluntary matter from your standpoint?

A. I would assume so.

Q. And not to make any report to the Interstate Commerce Commission?

A. That is right.

Mr. McLain: My remark was it is the same system they require railroads to keep and this company simply adopted it in lieu of some other system.

Mr. Tatum: Has the Interstate Commerce Commission any jurisdiction over your company at all, Mr. Costello?

A. None to my knowledge.

The Attorney General: That is what I was trying to bring out; they are following the system of the Interstate Commerce Commission but are not responsible to them, but responsible to this Commission.

Mr. McLain: I think, Mr. Tatum, this Commission has suggested that books of Utilities be kept in accordance with [fol. 1068] the Interstate Commerce Commission classification, is that not correct?

Mr. Coney: Yes, using that form.

The Attorney General: What is that Miscellaneous General Expense, $4,550.93?

A. Do you wish to know exactly what that expense represents?

Q. Give us some idea.

A. I will refer again to the classification.

Q. I thought you would probably be more familiar with your own books.

A. (Reads:) "This account shall include miscellaneous expenses connected with the general management not provided for otherwise, such as cost of telephone service and telegrams, cost of 'safety first' or (prevention of accidents' campaigns, subscriptions to newspapers and periodicals, books for company library; fees and expenses paid to directors and trustees, dues and fees for railway associations, cost of free entertainments for employees, fees for filing annual state reports and also gratuities, subscriptions, and donations."

Q. Money you give away?

Q. It is general expense of the company.

Q. And also when you make gifts and donations?

A. That is true.

Q. You have'nt any of those items with you?

A. I can get them.

Q. Pensions and Gratuities, $1,648.41?

A. That represents pensions we pay to employees. At the present time, during the month of February we paid in pensions:

John Flitter	$50.00
R. W. Heron	43.34
H. T. Shannon	50.00
J. W. Riser	60.00
Total	$203.34 per month.

[fol. 1069] Q. They represent old street car employees?

A. That is my understanding.

Q. What work did Mr. Riser do in connection with the Street cars?

A. For a long time he had charge of the office?

Q. The Columbia Ry. Gas & Elec. Co.?

A. That is right.

Q. Worked for all departments?

A. Worked entirely for the Railway Dept.

Q. At that time all one company?

A. Not when he got the pension, it was not so long ago.

Q. It was only a little while ago you separated your work, and you paid out this money over a long period of years?

A. Directly for the Ry. Dept.

Q. Over a number of years?

A. I presume so.

Q. So he was working not for the Street Car Co. specifically but a company known as the Columbia Ry. Gas & Elec. Co.?

A. You could construe it as that.

Q. When you pay pensions you deduct it entirely out of the Street Car revenue?

A. You understand the Columbia Ry. Gas & Elec. Co. has always been separated, electric and gas, and railway departments; the pension was always construed as Railway expense from the fact that this man was primarily and altogether a railway man.

Q. That is your explanation of the reason that is charged to the Street Car Co.?

A. Yes.

[fol. 1070] Q. What about your offices expenses up there $909.82? Is that office used exclusively for the Railway, or also a general office?

A. The expense reflected in there is direct expense, such as stationery required for the railway department; there

is no expense charged in there for the Electric and Gas Dept., purely railway stationery entirely.

Q. Law expenses, is that entirely a Street Railway expense, or is that for your system?

A. We pay our lawyers a certain amount for retainer, and a very small proportion is charged to the Railway. In addition to that any expenses incurred by us in settlement of suits.

Q. Right down below there you have "Injuries and Damages" that looks like it would be included in that?

A. That represents what is paid for damages.

Q. Verdicts and costs? Not included under the law expenses?

A. That is my understanding.

Q. Is that from the Interstate Commerce Commission report too?

A. Yes.

Q. You do not know from your own knowledge in keeping these books?

A. I could readily ascertain and give the actual figures.

Q. You have "Insurance" $2,485.39? What is that?

A. Insurance covering fire insurance and other sundry insurance; protecting money at the transfer station, liability insurance.

Q. Liability on what?

A. Employees.

Q. You carry insurance on conductors and motormen?

A. To my knowldge that is the case, carry public liability insurance.

[fol. 1071] Q. Do they have to go in court and sue for it, you have suits for damages?

A. That is the public.

Q. Outside?

A. Yes.

Q. You do have insurance you carry and pay out of the income of your company to protect your own men?

A. To protect the company from liability.

Q. In case they should get injured the insurance company is primarily liable?

A. Yes.

Q. Doesn't the policy cover any injuries, not only to employees but the public as well?

A. No, sir.

Mr. Tatum: You have no public indemnity insurance?

Mr. McLain:

A. Not on street cars.

The Attorney General: $1,921.28 store expense, what is that?

A. That is expense in connection with the storekeeper, salary primarily and issuing materials from the warehouse.

Q. Where is the store, where does he keep store?

A. Tobacco and Main Streets.

Q. What does he distribute?

A. This proportion is applicable to the Railway Department, the entire expense of the warehouse is combined in one account.

Q. Distributed on the basis of materials issued to the various Departments?

A. On the ratio of value; each Department bore its proportion of the cost; the Railway bore the cost of $1,921.28 for the year.

[fol. 1072] Q. That warehouse is more especially for furnishing material to the Broad River and the Electric Light and Gas Co?

A. If you followed my original answer on the basis of each expense distributed, you can get an idea of the ratio of all the expense.

Q. It is divided according to the cost of what was used?

A. According to the material issued, divided proportionately.

Q. This represents what was actually used by the Street Ry.?

A. In proportion to the entire material issued.

Q. How can that be, when you say according to the value of each department?

A. It is based on the value of the supplies.

Q. Not on the ratio, what they actually use?

A. On the basis of the values is the basis on which the expense is proportioned.

Q. You do say this is the actual value received by the Street Car Co.

A. Yes.

Q. On the next page you have "Parlor chair and special car, $273.35," special cars running for the college?

A. Yes.

Q. Why does the revenue drop off so considerably there, over $1,000 wasn't it?

A. Yes.

Q. The college hadn't closed at the time?

A. I am not prepared to answer that.

Q. You do not know whether they discontinued the cars to the college before that time?

A. No, sir, I do not know.

[fol. 1073] Q. You say in 1926 you spent on "Way and Structures" $11,067.26, what does that represent?

A. That is right, if you will turn over to the next sheet you will find the details of that account.

Q. Superintendence $249.15, what does that represent?

A. Proportion of the expense of Superintendent of the Railway Department as applied to Way and Structures of that department.

Q. Does that represent what somebody did for your company?

A. It represents the cost of labor of the company applicable to that.

Q. Superintendence?

A. Yes, that is the amount of time devoted by the superintendent to that particular department.

Q. What else was he doing besides looking after the railroad?

A. The Superintendent at that time was altogether a railway official, that was my understanding, superintendent of the entire railway transportation.

Q. It didn't go very far, what did that include?

A. The entire Railway Dept.

Q. Not only the rails but other departments as well?

A. Of the Railway.

Q. Did he look after anything else?

A. What do you mean?

Q. The Electric Dept., furnishing lights?

A. No, my understanding is he was entirely the Railway Supt.

Q. You didn't pay him but $249.15 for a whole year's work?

A. His time was distributed over other departments; that is the amount applicable to that phase of it.

[fol. 1074] Q. What did he have to do with Equipment?

A. Services in the maintenance of equipment.

Q. $121.79, "Rail fastenings and joints"?

A. Yes.

Q. Special work, $78.38, what was that.

A. The cost of maintaining any special work such as switches crossings.

Q. You haven't got the stuff there, you said you had the actual figures?

A. I have the details right here if you prefer to go into it.

Mr. McLain: We have the vouchers here, what is the item?

Q. Special work for 1926 $78.38.

Q. Track and Roadway labor $4,457.54?

A. That is labor in maintaining our track and roadway.

Q. Do you have any idea what that "Miscellaneous track and railway expense" is $279.00?

A. That represents "Material used in repairing tools, velocipedes, hand and push cars, implements, flags, lanterns, etc., used when repairing track and roadway; materials used in weeding tracks and right of way * * *"

Q. Have you got any of those?

A. I could not answer that, if you desire to get the actual expense we will get the vouchers out.

Q. What we are here to get is how you spent that money?

A. Then we will get the vouchers out.

Q. I thought you had tnat information?

A. This way, I am giving you a general idea.

Q. When I ask you to name some of those things, you haven't got any idea, you don't know a thing you spent it for?

[fol. 1075] A. As I read, material used in repairing tools, I know we have that?

Q. Repairing tools, what are they used for?

A. Repairing track, way and structures, lanterns.

Q. Lanterns, do you use lanterns on street cars?

A. When they are repairing tracks they have to put lanter-s up to protect the public. Materials used in weeding track and right of way.

Q. You don't run enough cars to keep the grass from growing?

A. The Interstate Commerce Commission construes that expense as necessary.

Mr McLain: The grass doesn't grow on the rails, Mr. Daniel.

Q. You spent $119.29 for paving? Is that Interstate Commerce?

A. That is expense of repairing our track in various places, paving in and around the track.

Q. When you take up the track pave over it?

A. No sir, that expense wouldn't go in this account.

Q. Not where you take up the track?

A. No sir, this is just repairs where the track is still in existence.

Q. I believe we went into that the other day?

A. I believe so.

Q. "Cleaning and sanding tracks," how do you get it clean, who does that, got a man to go over it?

A. Probably Mr. Spence could go into more details about the operation, I can give you a general idea.

Q. You haven't an Interstate Commerce reference on that?

A. "This Account shall include the cost of labor and ma-
[fol. 1076] terial used in watering, sprinkling, and oiling roadway; in cleaning, greasing and sanding tracks; and in cleaning conduits of underground electric or cable systems; also cost of sand and of hayling, drying and distributing same; cost of track brooms and other cleaning and sanding tools and apparatus, and cost of other supplies and expense incident to the work."

Q. You all didn't do anything like that?

A. Yes, to spend all that money, $1,495.02.

Q. Poles and fixtures $2,133.40, have you put any in 1926?

A. That is maintenance of poles and fixtures during that period.

Q. Keeping them up?

A. Yes.

Q. Are those poles used just by the Street Ry. Co., I believe you said you didn't know about that?

A. I can't answer that question.

Q. "Distribution system" $2,020.82?

A. That is the same item we went over in a previous year.

Q. "Buildings, fixtures and grounds," $168.13?

A. Another similar item we went over in a previous year.

Q. That is income?

A. No sir, the items you are reading now are all expense.

Q. Kept up your grounds $168.13 worth?

A. Yes, during that year.

Q. Where are your grounds located?

A. Tobacco and Main Streets.

Q. Automobile cost $183.82?

A. That was expense in connection with automobiles in maintaining way and structures during that period.

Q. Who owns that automobile?

[fol. 1077] A. I would say the Broad River Power Co. owned that automobile.

Q. The traction company keeping it up?

A. The traction company is charged with that cost. In this instance it was probably necessary to run out to some point to repair a track and bring material, and it was charged proportionately on a mileage basis.

Q. What right did you have to call a Broad River Power Co. car?

A. I cannot answer that.

Q. You bought passenger and combination cars $8,710.55?

A. No that is cost of repairing those cars during that year.

Q. Are they in good repair now?

A. I cannot answer that.

Q. Didn't they have to hold up umbrellas when it rained to keep from getting wet?

A. I cannot answer that.

Q. Electric equipment of cars $3,918.12?

A. That is exactly as the account expresses it, electric equipment on passenger cars.

Q. Shop equipment $49.34? What is that?

A. That represents expense in connection with repairing machinery and tools in shops and car houses.

Q. Are you reading from the Interstate Commission rules?

A. Yes.

Q. You don't know what it represents to you? Shop expenses $1,290.62, that is another pro-rated expense?

A. No sir, direct expense of the Railway Dept. If you will allow me to read it I will give you an idea of what that represents: "Expenses for heating and lighting shops; [fol. 1078] miscellaneous expense of such shops, including fuel, water and ice."

Q. You pay for ice, how do you use that?

A. Drinking purposes of employees. "Cost of oil, grease, waste and other material used in lubricating shop machinery and tools; cost of supplies and small tools used by mechanics and wages of employees making and repairing same; wages of stationery engineers and firemen."

Q. You got a fireman working on the street cars?

A. I presume that would be construed as with boilers it is necessary. "Pay of watchmen, sweepers, cleaners and other unskilled laborers employed in general work in and about shop yards."

Q. You don't know whether that happened to you?

A. To the amount of expense we have here.

Q. Sub-station employees, next page, $3,772.85? What does that mean?

A. That represents the proportion of the employees in the sub-station.

Q. What is the sub-station, what does it do?

A. It is primarily for the purpose of taking the current at high tension and distributing it through the city at the various voltage required.

Q. What has that to do with the street cars?

A. It is the source of the street car power.

Q. Also the source of power if it comes to my house?

A. I would believe so.

Q. It is just as much equipment for your gas and light [fol. 1079] department as for the street cars?

A. In proportion.

Q. That would have to go right on regardless of whether you had the street cars or not?

A. I could not say that. As a matter of fact I don't believe it is necessary at all other than for railway purposes.

Q. You mean you are carrying an unnecessary expense?

A. I believe we are considering abandoning that particular sub-station because of the non-necessity.

Q. Going to replace it somewhere?

A. Locate the electric end at another point.

Q. It will still be known as a sub-station?

A. What is known as a city sub-station.

Q. Just going to move the location?

A. Move the electric equipment that is necessary for the operation of the Electric Department to another source.

Q. The necessary equipment to operate the electric department exclusive of the Railway Department?

A. Consolidated or combined.

Q. How do you figure the correct amount the street-car should pay?

A. The amount charged in there representing the sub-station two-thirds of the wages paid to sub-station operations.

Q. Now Mr. Costello, that is an expense that goes to make up the cost of your power?

A. Yes.

Q. You buy your power from the power company do you not?

A. Yes.

Q. You pay them a certain fixed amount for that power? [fol. 1080] A. Yes.

Q. Doesn't that take care of the expense it takes to get that power to you?

A. I cannot answer that question.

Q. In other words, I buy power from your company, don't have bills presented for sub-station employees. That is taken care of in the price for the finished product. You pay your company a certain amount for the finished product? Why shouls you contribute to the workmen producing that power?

A. If you will allow me to read the statement.

A. Did you prepare that?

A. Prepared both by myself and Mr. Peterman.

Q. Go ahead.

(Reads statement filed as part of Exhibit #1 under heading "Information regarding rate to railway company for power.")

Q. Did you read Swift & Co. there?

A. Yes.

Q. You say you have a rate to them?

A. Yes.

Q. What is it?

A. The rate is applicable under Schedule #10 filed with the Commission.

Q. Got a special contract with them?

A. This statement reflects contract the Pacific and Winnsboro mills are operating under.

Q. You had a contract with Swift also?

A. I cannot answer that.

[fol. 1081] Q. Do you know whether you are now in court fussing over the contract?

A. I understand there is some court procedure in connection with Swift & Co.

Q. You charge the Pacific mill now what rate?

A. The average rate which they were charged during the month of February was .011 per K. W. hour.

Q. What do they pay for the sub-station charge?

A. That is the entire cost.

Q. Why, when you sell to yourself do you put up a sub-station charge?

A. To supply direct current to the railway a large investment is necessary, and not necessary to supply current to the mills.

Q. Why is it you cannot sell power to private individuals at the same price as to mills and other companies, provided they use the same amount?

A. I cannot answer that. Those rates are filed with the Railroad Commission for cotton mills. There are rates filed for other purposes.

Q. Your agreement with Swift & Co. and other cotton mills, you won't say that was maximum, they can use any amount just so they use the minimum?

A. I do not know, I think they contract for a given amount.

Q. As a matter of fact, the understanding between you and these companies, you won't call them when they reach the maximum, let them have it at the same rate, no matter how much they use?

A. This rate is filed with the Railroad Commission, the rate we have to follow.

[fol. 1082] Q. I am asking you if you know of your own knowledge if you have a special agreement with those people?

A. The rate says all over a certain figure will be at a certain rate.

Q. You don't enforce that?

A. Yes, to my knowledge, it is enforced.

Q. You haven't a special contract with Swift & Co. by which you agree not to enforce that?

A. I do not know anything about that.

Q. Haven't you got a special contract with the Winnsboro mills?

A. Yes, the Pacific and Winnsboro mills are operating under contracts.

Q. What are the rates?

A. I don't know.

Q. Haven't you got that?

A. As I read, the rate billed to them is on the basis of their consumption for the month of February.

Q. Haven't you any idea of what they actually have to pay?

A. I do not have a copy of the agreement.

Q. Could you produce that special contract?

A. I believe we could if there is such a contract.

Q. Car house expenses, $109.83, is that Interstate Commerce?

A. If you want a general idea of what that amount represents.

Q. That really does not give me any information, unless I know you have some of the things mentioned it does not help me?

A. If you will allow me to get the vouchers.

Q. Operation of signal $88.70, what is that? Do you know what it means to your railroad?

A. Yes, that covers expense in connection with inter-

[fol. 1083] locking system; that is the signal system in operation of the street cars, where they go over crossings and operate over a loop line.

Q. Have you got any of those in Columbia?

A. I believe we have.

Q. Loss and damage, $486.75, what is that?

A. That, in a general way, represents any loss and damage suffered by the company as a result of carrying any freight or express in the cars.

Q. Do you carry freight and express in your passenger cars?

A. Off hand I could not answer that.

Q. Off hand, you would say it does not look reasonable?

A. If you will allow me to get the vouchers I can find out whether it is charged to the wrong account.

Q. Look that up please.

Q. Parks, resorts and attractions, $15.99?

A. That represents the cost of maintaining those buildings at the park.

Q. Which park?

A. At the upper end of town.

Q. You own the park? How does that come in as a charge to the street car company, operating the street car line?

A. If you will allow me to get the vouchers will probably be able to give you an idea.

Q. You have been with the company about four years?

A. Since the latter part of 1926.

Q. As you look back over your experience, you would recall any park or other place where you spent any money?

A. Only in a general way.

[fol. 1084] Q. On the next page, what is that—General and Miscellaneous salaries and expenses of general officers?

A. What we went over for the preceding year.

Q. Same thing?

A. Same thing except for a different period.

Q. Automobile expense $164.66, you said you didn't know what that was?

A. Represent expenses of automobiles based on their use by the Railway Dept.

Q. All your automobiles are owned by the Broad River Power Co.?

A. That is true.

Q. Got their name on the side?

A. Yes.

Q. You all use one of those to go on some trip for the company and charge it up to the traction company?

A. As a matter of fact, the automobile expense charged to the Railway Co. is very small as is evident from these statements.

Q. A fellow could almost walk, not much of an extended system?

A. I think it would be necessary to have a certain number of automobiles for the operation of a street railway.

Q. In 1927 you ran two months?

A. Yes.

Q. Took in $5,855.54, and paid yourself for power $4,561.40. *Q.* Conducting transportation, what is that?

A. Primarily represents wages paid motormen and conductors.

Q. How many did you have during those two months?

A. I have a list here which shows the amounts paid operating employees.

[fol. 1085] Q. How many conductors, you didn't pay but one man to the car? Two would give you 14 for 7 cars?

A. Twenty-two, probably means some extra men.

Q. They cost $5,410.65?

A. Not entirely, as I said before primarily made up of wages of motormen and conductors. If you will turn over it will show the various items making up that amount.

Q. On the next page?

A. Next two pages.

Q. Sub-station employees? $660,80?

A. Follow down to Conducting transportation.

Q. Power purchased, $3,900.60?

A. Down further.

Q. Why does that differ from the statement of power on the other page? $4,560.40?

A. The cost of power is distributed between the expense of sub-station operations and the actual cost of power billed on the flat rate.

Q. Sub-station employees $660.80. *Q.* Paid conductors and motormen $3,878?

A. Yes, for two months.

Q. Garage and stable expense?

A. That is equivalent to automobile expense, now reflected as individual items.

Q. Where do they keep their cars?

A. All the automobiles are owned by the Broad River Power Co. and are used primarily by the Broad River Power Co. For other than that, a few times, as reflected by these reports, $164 and a few other items, they keep the cost of the automobiles on a mileage basis.

[fol. 1086] Q. The Broad River Power Co. was not organized until 1925?

A. I believe it was organized some time the latter part of 1924.

Q. About August?

A. I cannot say exactly.

Q. Cars charged up in 1924 $4,316.81?

A. I do not know whether the traction company had so many cars. It was the Columbia Ry. at that time?

Q. The whole thing?

A. Yes.

Q. Does this represent expense of the whole business?

A. No sir, proportion of the Railway Dept.

Q. You are not familiar with these orders about running these cars to the different places, taking them off and things of that kind?

A. No sir.

Q. Do you have a copy of the other testimony?

A. I judge I can answer it.

Q. In your statement on page 7, Taxes $21,051.49, what does that cover. Have you found that tax receipt?

A. That refers to all the taxes paid. If you will tell me what year?

Q. 1925?

A. That represents the amount set aside as expenses to provide for Railway taxes during that period.

Q. Does that represent actual taxes paid?

[fol. 1087] A. In bookkeeping we have to provide month to month and set aside a certain amount to provide for taxes. At the end of the year it almost balances with the amount actually paid.

Q. Have the taxes been set forward for the two months of this year?

A. Yes.

Q. Not paid?

A. They are not payable until the end of the year.

Q. Kind of an imaginary figure?

A. Taxes are payable at the end of the year.

Q. Suppose you were not in existence then what would become of the amount set aside?

A. I cannot answer that.

Q. It adds to the deficit whether it is used or not; it might never be used?

A. You mean just for the two months?

Q. Yes. This is just an approximation of what you think the taxes would be for the year, $21,051.49.

A. That is within a few dollars of what they actually were for that period.

Mr. Duncan: Where is your tax receipt?

The Attorney General: General miscellaneous exp. $22,663.87?

A. That is exactly the same item we went over, officers' salaries and clerks' salaries and sundry items.

Q. Your taxes are reduced to $12,658,03 in 1926?

A. That is right.

Q. How did that change from 1921 come about?

[fol. 1088] A. The Tax Commission gave us a reduced assessment in that year over the corresponding year which reduced our taxes.

Q. Why did they do that? On what grounds did you base your request?

A. I cannot answer that.

Q. Why might not that $21, twenty-one thousand be wrong also?

A. I happen to know it is not.

Q. You didn't ask any reduction on that?

A. I presume we did. Naturally we are after lower taxes when we can get them.

Q. They have a right to refund you taxes any time where they are paid, if there is a mistake.

Q. There is no claim in on this Twenty-one thousand?

A. No there is not, it was just a lower assessment; it wasn't retroactive.

Q. That rate you have, 1½¢ for power, that gives your company a profit does it not?

A. I cannot answer that question. I do not know the various and sunday expenses in connection with operating

our electric and gas system. I could not answer definitely whether that rate would benefit the Broad River Power Co.

Q. The other day I asked you if you could tell me whether or not your company, as a whole, was making a profit. You said you would furnish me with that information?

A. Yes, I have a statement here, if you care for me to read it.

Q. What particular companies do you have reference to? All that now form your Broad River Power Co?

A. The Broad River Power Co. and the Columbia Ry.

[fol. 1089] Q. How about the gas and light?

A. The Gas Dept. is being operated by the Broad River Power Co. as well as the electric department.

Q. Are those departments making money as a whole?

A. I cannot answer that. I can read off the statement prepared to show the results of operations.

Q. You can tell us whether or not it shows a profit?

A. After providing for depreciation——

Q. Leaving out depreciation, I understand the statement filed with the Commission did not include depreciation?

A. Yes.

Q. Leaving out depreciation, does it show a profit?

A. The balance of net income before depreciation for the Broad River Power Co., $302,039.72; for the Columbia Ry. Gas & Elec. Co., a deficit in the amount of $49,307.51; the combined statement of the two companies would reflect a balance of net income before depreciation of $352,732.21; no depreciation charged as the earnings are not sufficient to provide for depreciation at 2% of the property value, which rate we consider too low. The Broad River Power Co. depreciation is $336,715; the Columbia Ry., Gas & Elec. Co. $37,035.60, or a total depreciation of the combined companies of $373,750.60, which would reflect a deficit if such a provision was provided for of $121,018.39 for the combined companies.

Q. You are not reading from the statement I have a copy of?

A. I don't believe so, no.

[fol. 1090] Q. By figuring in the depreciation it would bring it out as a deficit?

A. Yes.

Q. Without the depreciation it would show a profit?

A. Would show a balance net of $252,732.21, which is available for depreciation and dividends.

Q. Have you got the figures to the next question, showing how much you paid the Bus Company to transfer your passengers?

A. I have before me a statement, showing the record of the interchange tickets, tokens and transfers between the Columbia Ry. and the Carolina Transit Co., from June 9 1926, to November 15, 1926. (Reads statement filed as part of Exhibit #1.) This statement also reflects the excess of cash paid the Bus Co. for tickets interchanged $229.34, over the entire period; reflects the excess of bus transfers received in interchange, 2222.

Q. You received that many more transfers than you gave the Bus Co

A. Yes.

Q. Had to pay them $229.34 difference for transferring?

A. No, that was just a few interchange tickets. They accepted 5,581 street car tickets on the busses as fares, for which we paid them $465.09. We accepted 2,829 of their tokens, for which they paid us $235.75.

Q. What are tokens?

A. Equivalent to tickets, which resulted in our paying them $229.34 on account of the fact that they accepted more of our tickets on the busses than we had tokens on the street cars.

[fol. 1091] Q. Took that much money to make you balance?

A. You also realize when we sold tickets we got the cash originally?

Q. $465.09?

A. Yes.

Q. Have you any way of showing whether or not the bill for power to your company for various months, whether it is higher than for the other industries—cotton mills?

A. Nothing other than what is reflected by the statement read.

Mr. McLain: He didn't finish reading the statement.

Q. I believe you said all the common stock of the electric company is owned by the Broad River Power Co.?

A. Yes.

Q. You said a part of the preferred stock was owned by indviduals?

A. Yes.

Q. Have you a list of those owners?

A. I don't know of any list; there are 109 shares outstanding in the hands of the public.

Q. You don't know who owns that stock?

A. No sir, I can get that information.

Q. Does the Carolina Transit Co. own any of it?

A. No sir, I can safely say none is owned by the Carolina Transit Co.

Q. Have you a list of the other owners of the preferred stock?

A. I do not have it before me, I can get it.

Q. I wish you would please.

[fol. 1092] Q. You stated the other day the amount of this money loaned the Columbia Railway Gas & Elec. Co. by the Broad River Power Co. had been advanced to it, was just a book entry, open account between the Broad River Power Co. and the Street Car Co.

A. The money was loaned without any security on open account.

Q. I notice in your statement you are charging up interest, six and some per cent on that open account, on what authority do you charge interest on open account?

A. The loan was made with the understanding it was at the rate of 6% but no interest was charged to the Railway co. for that advance.

Q. On February 28, 1927, the Broad River Power Co. advanced the Columbia Ry. Gas & Elec. Co. to meet its deficit, $112,500, what security was that?

A. No security.

Q. When is it due?

A. No due date.

Q. Is that the way you do business?

A. It so happens the Broad River Power Co. owns the stock of the Columbia Ry. Gas & Elec. Co.

Q. Demand no security between themselves?

A. The only thing they have is these advances between themselves.

Q. In any statement of the Broad River Power Co. how would that be shown up?

A. Reflected as a loan.

Q. Do you count your loan as a loss?

A. No sir, as an asset.

[fol. 1093] Q. Charged to this company representing a loss?

A. No sir, that represents a loan made the Columbia Ry. Gas & Elec. Co. As shown on the books of the Broad River Power Co. it is shown as an asset; in the case of the Columbia Ry. Gas & Elec. Co. it is a current liability, not a loss.

Q. Reflected by the Broad River Power Co. as an asset?

A. As a loan, an asset.

Q. You reflect it here as a loss, a deficit?

A. No, the deficit is incurred from the operations and the Broad River Power Co. advanced the money to meet those deficits.

Q. You call that a loan when you come to figure from the end of the Broad River Power Co.?

A. It is a loan made the Columbia Ry. to meet its deficit.

Q. I am not much of a financier. You loan that money to the Street Ry. Co. on such a basis, get 6%, you charge that to the Street Ry. as a loss?

A. It is reflected as a liability by the Columbia Ry. They owe that much money to the Broad River Power Co.

Q. It would only be a deficit in case they fail to pay it, no due date to it?

A. It would be a loss on the part of the Broad River Power Co. if they failed to pay it, but not a loss to the Columbia Ry.

Q. As it is now, it represents money borrowed?

A. Yes.

Q. When you borrow money from the Bank do you call that a deficit?

A. No, only a liability.

Q. You don't mark it off, figure it as worthless until it is not paid?

[fol. 1094] A. I could not ma*kr* it off as worthless if I borrowed the money, the Bank would have to do it.

Q. As long as they carry it as a loan to you it would not be counted as a deficit?

A. No. These statements I have read, reflecting the operations of the street car company reflect a deficit. There had to be some means of meeting that deficit and the Broad River Power Co. loaned the money to the Columbia Ry. Gas & Elec. Co. to meet the deficit.

Q. They have made no demand for payment?

A. No sir, it was hoped some time they would be able to pay it.

Q. How are they going to pay it?

A. At the time the loan was made it was hoped that some time the Railway would pay it.

Q. If they could not pay it?

A. Then it would be a loss to the Broad River Power Co.

Q. I asked you the other day would your company be willing to surrender its franchise for the privilege of operating the Gas and Elec. Co. and the Street Car Co. on account of its losses?

A. I cannot answer that; I am not in a position to answer.

Q. I asked if you would get that information. You haven't any statement?

A. Mr. Peterman might be able to answer that question.

Q. I believe you stated the other day that the Bus Co., while not directly connected with the Street Ry. Co., was owned by a subsidiary of the Broad River Power Co. and these other companies?

A. What Bus Co.?

Q. The Spartanburg Bus Co., of which Mr. Hawkins is [fol. 1095] Manager and receives a salary of $500 a month?

A. Yes.

Q. They have no connection with this Street Car Co.?

A. No sir, except they are owned indirectly or directly by one of the holding companies.

Q. Do you know anything about your company making an agreement to stop its cars in December 1925?

A. No sir.

Q. You have no recollection of any correspondence to that effect?

A. No sir.

Q. Addressed to City Council or the Highway Dept.?

A. No sir.

Q. In which they agreed to take off the cars December 21, 1925?

A. No sir.

Q. And immediately the Transit Co. was to come into existence?

A. No sir.

Q. You stated the other day in your testimony that these companies here before the commission and probably cer-

tain bus companies were owned by the same holding company?

A. The statement I made which I presume you have reference to, was that the Spartanburg Bus Co., the stock of that company, was owned by the South Carolina Gas & Elec. Co., which operates in and around Spartanburg. The South Carolina Gas & Elec. Co. is the holding Co. for the Spartanburg Bus Co. Neither one of those companies has any connection whatever with the Broad River Power Co. or the Columbia Ry. Gas & Elec. Co.

Q. Except as connected through a holding company?

A. That is right.

[fol. 1096] Q. There is a connection through a holding company between all of them?

A. Just in the way of stock ownership.

Q. That is pretty vital, where they are all connected up; the outcome of one would vitally affect the other side also?

A. Not necessarily. I would say if the earnings of the individual companies were not in condition to declare dividends that would materially affect the holding company.

Q. It would certainly bring about a friendly feeling if all were connected up financially?

A. Yes.

Q. Do you know anything about the operation of yours cars that used to go to the Olympia Mill?

A. No sir.

Q. Mr. Peterman would be the one?

A. Mr. Spence I presume would be the one.

Mr. McLain: (submitting voucher from the records): Take that item 78 for the year 1926.

The Attorney General: $90.05, Other Transportation Expenses.

Mr. McLain: We have a pay roll here for half month ending Jan. 15th, $28.22 charged to that account; that is a proportion of this item.

The Attorney General: Where is the whole amount?

A. Other items make up the balance.

The Chairman: What is that $28.22 for?

A. Labor, Voucher here of Southern Ry. for proportion of expense of West Gervais St. crossing at Columbia for month of January as per agreement dated April 11, 1900; [fol. 1097] one arc light $2.21 charged against the Columbia

Ry. Gas & Elec. Co.; the expense of maintaining that crossing is also a part of this $90.05.

Attorney General: What is that part marked labor?

A. For labor charged to that account between January 1st and 15th, also an item for labor for last half of the month, 16th to 31st, $10.48, charged to account #78.

Q. Why do you separate that from ordinary labor?

A. The classification I have referred to of the Interstate Commerce Commission provides, in order to carry out the provisions we have to distribute labor to the various accounts in order to keep the costs. Another pay roll charge Feb. 1st to 15th, 1926, $11.09 charged to Account 78.

Q. What does that represent?

A. Pay roll.

Q. What does pay roll mean?

A. Amounts paid operating employees of the Columbia Ry. They turn in their time and it is distributed over the various accounts. Have a pay roll here February 1st to 15th, 1926, $4,302.35. That is for employees of the Columbia Ry. Gas & Elec. Co.

Q. Does not include any expenses in regard to the Elec. Light business?

A. No, sir, Railway employees.

Q. Does it say anything of what they did?

A. None other than labor performed.

Q. There is no way of finding out what kind of labor?

A. Yes, can refer back to the time sheets, which would indicate it. Another bill here of Southern Ry. for proportion of expense of maintaining crossing at West Gervais St. $20.91.

[fol. 1098] Q. When did you stop the cars on Gervais St.?

A. Mr. Spence may be able to answer that, I do not know.

Q. It is getting pretty close to quitting time on Gervais St. and you are still paying that?

A. As we go down, I think you will find a bill in each month.

Q. You really don't cross there any more?

A. We must be still obligated to maintain it.

Q. You have torn up the part going to the power house, and the penitentiary?

A. I do not know. Here is a pay roll March 1st to 15th, 1926, also a charge against Account #78, $15.82, represents labor. Here is a crossing bill again, same crossing, Southern Railway, maintaining crossing at West Gervais $2.91.

Q. Labor too?

A. No, I will read the bill to you: "Your proportion of expense of West Gervais St. Crossing Columbia, S. C. Month of March, 1926, agreement dated April 11th, 1900, revised March 11, 1925, one arc light $5.82, your proportion $2.91.

Q. Still paying it?

A. As far as I know, yes. Another pay roll March 16th to 31st, 1926, Account #78, $3.65.

Q. What is that for?

A. Labor, wages paid. *A.* For time devoted to Railway Dept., Time chargeable to that account.

Q. Agreement between you and the Southern Ry.?

A. Southern Ry. Same bill $2.91 month of April.

Q. Is that for the light?

A. Yes, our company's proportion of that expense; that [fol. 1099] is, the Columbia Ry. Gas & Elec. Co., I presume entered into a contract with the Sou. Ry. to have them bear their proportion of maintaining that crossing. The Southern Ry. bill us for certain items and we pay our proportion.

Account #78, charge of $6.34, representing wages paid employees Columbia Ry. April 16th to 30th, 1926.

May 16th to 31st wages $7.45 charged to Acct. #78.

A bill here June 1st to 15th, 1926, $6.91, charged to Account 78, representing wages; pay roll June 15th to 30th, 1926, $3.61, representing wages.

Mr. McLain: Read what other accounts there charged.

A. Take the preceding pay roll, Columbia Ry. Gas & Elec. Co., operating pay roll for period Jun 16th to 30th, 1926, $2,854.57. That is the total pay roll for that half of the month; the men divided their time to these various accounts I am about to read:

# 8. Track and Roadway labor	$279.05
#11. Cleaning and sanding track	91.70
#30. Maintaining passenger cars	175.16
#33. Electrical equipment of cars	95.23
#37. Shop expense	11.38
#63. Superintendence	272.95
#64. Passenger conductors, motormen, etc.	1,051.25
#66. Misc. car service employees	60.00
#70. Car House employees	199.96
#78. Other transportation expenses	3.61

Each total here is a proportion of the pay roll.

Q. Those others are similar to what you have read?

[fol. 1100] A. Yes. This representation all the way through.

Q. I think that is all Mr. Costello.

Cross-examination.

By Mr. Jno. Duncan:

Q. Mr. Costello, what use have you made of the removed track?

A. Mr. Duncan, I am purely an accountant, reciting figures and I cannot tell what has been done in the operations of the company.

Q. You do not know?

A. No.

Q. As an accountant, will you please explain to us the excess of one million dollars you got off the City of Columbia last year as compared with previous years?

A. Excess of one million dollars, I do not know where

Q. I got it from the City Hall. Do you say that is not true?

A. I do not know what you have reference to.

Q. We have those facts?

A. Mr. Duncan, I don't know.

Q. As for the preferred stock, 109 shares of that is in the hands of the public?

A. Yes.

Q. As a donation?

A. No sir, it was issued before we came in here; the stock was paid for.

Q. Do you know the names of those share holders?

A. No sir, as I told Mr. Daniel, I would get that information if he so desired.

[fol. 1101] Q. Mr. Costello: Has your account gone far enough back to inform you whether or not at the 5¢ fare the street car company, when they had no competition, made money?

A. The statement I have before me runs from 1922 to date, if that covers the period you have in mind I have that information.

Q. You have no information back of that?

A. No sir, not with me.

Q. You could not give me any information then as to the actual profit at 5¢ a fare, when you were losing at 10¢ a fare?

A. I haven't that information with me.

Q. You could get it?

A. I presume so, if the records re not lost.

Q. Will you please furnish that for us? No, in making with Mr. Peterman, your comparison of rates for the different customers, why is it, that with the data in hand, you avoided setting down the rate of the Winnsboro mills?

A. I have got the amount, as I read off.

Q. The rate though?

A. Here is the rate charged for power during the month of February for the Winnsboro mills.

Q. Didn't you explain that as an old contract?

A. Yes.

Q. Is not that your only competitive rate? The only point in the state where you meet competition with the Southern Power Co. That rate is cheaper than you are getting elsewhere?

A. I am purely an accountant. Possibly Mr. Peterman or some of these other gentlemen can answer that; I cannot. [fol. 1102] Q. You were explaining about the division of the cost of lights and crossings, are those city lights charged also to the City of Columbia?

A. I don't imagine so. I judge the Southern Ry. has paid the bill for those lights and in turn billed us back for our proportion under the agreement.

Q. Will you say they are not also paid for by the city?

A. To my knowledge, I will say No, they are not paid.

Q. There is a state of affairs out in Colonial Heights where the lights are burned all day. Do the citizens there have to pay for it?

A. I cannot answer that.

Q. Who set up that lighting system, didn't your company do it?

A. I do not know.

Q. You stated the other day here that by quietly stopping the street cars it avoided trouble and expense to the commission and the Company, do you conceive you are under

obligation to transport passengers by reason of your franchise?

A. I am not prepared to answer that.

Q. Who can?

A. Possibly Mr. McLain.

Q. You located certain records here, did you find the paid tax receipts that you actually paid for the street car company for 1925 and 1926?

A. (To Assistant:) Mr. Free, if you will get those tax receipts.

Q. We want to compare the actual amounts paid with the estimated amounts.

[fol. 1103] A. Here is the statement, the rate we charge the Railway is possibly a little higher?

A. What is the purpose of that?

A. I am not prepared to answer that question.

Q. Is there any justification for it?

A. I am not prepared to answer that.

Q. The question was asked the other day, "Have you from time to time adopted suggestions made by the RR Commission, looking towards continued service"?

A. You answer there "We have."

Q. Why is it, at the last we are here in a hearing because you have not done that very thing?

A. I cannot answer that.

Q. Mr. Costello, would it create too much of a sensation if you were to bring in your pay roll showing who are on your pay roll, what citizens in private life and public life, that are not rendering any service to this company?

A. I can answer that quite definitely. There are none other than pensioners not rendering any direct service. All others on our pay roll are rendering service.

Q. Are any former men, in either private life or public life here, accepting service and receiving pay from any one of the companies of the Broad River Power Co., or the Electric Power Co., or the Gas Co.

Q. What employees do you have reference to? *A.* All of them, if you have any?

A. Frankly, I cannot answer that question.

Q. Who can?

[fol. 1104] A. In the first place, I don't really understand that question.

Q. It is simply this, you have a former member of the Railroad Commission here today who on the outside assures us that the Railroad Commission is going to do nothing about this matter. What assurance has he as to how the Railroad Commission now stands, that he can defiantly say outside the door here they are going to do nothing about it?

A. I cannot answer that.

Q. You asked the White Motor Co. to extend credit to the Bus line, run here by Mr. Hawkins?

A. I do not know anything about that.

Q. Who does?

A. I don't know whether anybody does.

Q. Who was it stated to us he was being paid $500.00 a month to help you bring out a deficit in the accounting of your street car company?

A. A deficit?

Q. Helping to show a deficit in the running expense of your street car company?

A. I do not know of any such testimony given.

Q. It is here on page 26. Turn to page 25, let us review the situation?

Q. "Didn't you ask the White Motor Co. to extend credit to the Bus Co.?

Witness: "I believe so."

A. I believe Mr. Peterman was on the stand then.

Q. You know nothing about it?

A. Nothing at all.

[fol. 1105] Q. Mr. Peterman also said "We want to discontinue," are you with him on that?

A. I am not prepared to answer that question.

Q. On page 26, you speak of the Spartanburg Bus Co. as run by Mr. Hawkins. Mr. Hawkins is here in Columbia with his office down in the business part of the city, what do you call the bus line he is running here?

A. Mr. Peterman gave that testimony. I am not prepared to answer.

Q. Is it not one charter and known as the Spartanburg Bus Co.?

A. What, one charter?

Q. The local bus company and the Spartanburg Bus Co.?

A. No sir.

Q. Don't you know enough to tell us whether or not Mr. Hawkins has moved his busses from place to place to allow you to get out without litigation?

A. I am not prepared to answer.

Q. Don't you know that in Spartanburg today, the Company having gotten the car line out, the busses have retired and they have nothing but jitneys for transportation?

A. As far as I know the busses are operating.

Q. Will you say that as a fact?

A. Yes sir.

Q. Did you get any information the other day about a half dozen busses being taken off from the service in Columbia?

A. I do not know anything about that.

[fol. 1106] Q. Does any man in your company know anything about it?

A. Not to my knowledge.

Q. The statement was made that the Spartanburg Bus Co. was a subsidiary of the South Carolina Gas & Elec. Co. The S. C. Gas & Elec. Co. is also owned by the same power Co., is it not?

A. The same holding company.

Q. Do you know anything about the operation of these power companies in any other state?

A. All I know is about the accounting.

Q. Do you know it was fought out in the State of Pennsylvania and they found all subsidiary and holding companies were one and the same thing and owned by the power trust?

A. I do not know anything about that.

Q. If you did would you dare tell it?

A. Yes.

Q. Here is one of the statements, have you any way of getting prepared—I might have taken you off-hand—could you get that information, whether or not these companies are paying part of that expense?

A. I would say I can. The majority of the stock is owned by the General Gas & Elec. Co.

Q. Can you give us any definite information or where can we get that, from what witness?

A. I don't think that was in the testimony I gave.

Q. I am simply asking you what witness would be informed?

A. I do not know, Mr. Duncan.

Q. On page 29 of your testimony, this question was asked:

[fol. 1107] "He was glad the street cars were coming off. Although you operate under a South Charter, you thought it more important to tell Mr. Hawkins about your plans than to come here and ask this Commission?"

Answer. "We desired to see the public provided with transportation."

Mr. Costello, if you could find that at 5 cents a fare you could provide the public with transportation and make money at it, would you be willing to resume the street car service?

A. I am not prepared to answer that. I am purely a bookkeeper and have no jurisdiction over that phase of the business.

Q. Have you found out and furnished the Attorney General with this information—you or any of the rest of the witnesses, who gave the bus line permission to operate along beside you; it would operate along beside you, it would trail cars to the end of the line and trail them back. Who gave permission for such a state of affairs. Things like that should be regulated in fairness to the public?

A. I do not know.

Q. Did you object to it?

A. If you mean me personally, no.

Q. As an officer of the company did you object?

A. I am not an officer.

Q. In the capacity of accountant did you have anything to say about it?

A. No.

Q. Do you know that the Street car drivers and the bus company drivers are so badly fooled as to the actual situation they don't even know they are owned by the same holding company and that they are actual rivals and threatening to fight one another?

A. I do not know about that.

[fol. 1108] Mr. Duncan: I won't ask any more question-.

Commissioner Tatum: Do you know when the Street Car Company was set off to itself as a separate corporation?

A. I believe, as far as the records are concerned, it reflects that as July 1, 1925.

Q. Do you know the capital stock at that time?

A. The Columbia Ry. Gas *U* Elec. Co?

Q. Yes.

A. I do not have with me right now the records that reflect that. I can give you a general idea; the common stock was some where in the sum of two million and the preferred I believe eight or nine hundred thousand.

Q. That was the whole matter?

A. The entire company, the electric and gas and the railway.

Q. You do not know what the capital stock of the street car company was?

A. No sir.

Q. Have you any statement showing what its assets were at the time it was set aside by itself as a separate unit?

A. No sir, I haven't that.

Q. You do know what its total losses have been since that time?

A. Yes.

Q. What is that amount?

A. This statement shows the losses for the 12 months ending 1925, $87,812.13; total losses for the year 1925 on the Railway.

Q. You can make a statement showing the total losses since it was set aside by itself. I would be glad if some time you would give us that information. Have you any [fol. 1109] statement there showing just what its liabilities were at the time it was set aside?

A. I presume it has nothing except stock liabilities.

Q. Do you know whether it took over any liabilities at the time it came into existence?

A. My understanding of the transfer was that the assets of the Elec. and Gas Department were transferred on the assumption of the liabilities of those to and what was left was those appera*t*ing to the Street Railway.

Q. What I am trying to get at is these statements of assets and liabilities at that period, you don't know what that is?

A. Not at the present time.

Q. You say the Broad River Power Co. has been loa-ing the Street Ry. money?

A. From time to time.

Q. To take care of deficits incurred by losses in operation?

A. Yes.

Q. Do you know why that was done?

A. No, sir.

Q. It owns part of the stock?

A. All of the common stock of the Columbia Ry.

Q. Does it own any of the preferred stock?

A. Yes, 217 shares common stock outstanding all owned by the Broad River Power Co. 433 shares of preferred stock, of which 324 are owned by the Company, 109 in the hands of the public.

Q. The Broad River Power Co. owns all except 109 shares and that is preferred stock?

A. Yes.

Q. The total amount of preferred is 433 shares?

A. Yes.

Q. Par value $100?

[fol. 1110] A. Yes.

Mr. Duncan: What is the cost of producing power both by coal and by water?

A. I am not prepared to answer that question.

Q. Is a half a mill, as shown by the experts in Pennsylvania, made by coal, would you say that is a reasonable price, half a mill per kilowatt hour?

A. I am not prepared to answer.

Q. Gravity along, moving water, would 1/10 of a mill be a fair price to estimate the cost of water power?

A. I am not prepared to answer those questions.

Q. Unless we can get back to the original cost of production what have we got except the tender mercies of the power trust to fix a rate upon us?

A. I am not prepared to answer.

The Chairman: It is now 1:25. We will adjourn until 3 o'clock.

Hearing resumed at 3:00 P. M.

Mr. McLain: Mr. Costello, the Attorney General asked you about paying the Southern R. R. Co. for crossing on West Gervais St., and stated that the street cars were no longer running over it, however the crossing is still in existence?

A. That is right.

Q. I wish you would state to the Commission the comparative cost of power which has been furnished to the Street Car Co. and how much the same power would have cost if it had been billed to the Street Ry. under the regular cotton mill schedule?

[fol. 1111] A. The actual cost to the Railway Co. has been filed under Schedule #1. The actual cost of power January 1, 1922 to February 28, 1927, inclusive, under the present that was in effect for this period $247,698.70. The total cost of power consumed by the Street Ry. Co. January 1st, 1922 to February 28, 1927.

Q. What would that same amount have cost a cotton mill on Schedule #1?

A. $263,066.84.

Q. How much more would the cotton mill have paid for that power than the Street Ry. Co. did pay, or is forced to pay?

A. On the basis I was comparing, under Schedule #1, applicable for mill purposes, the power would have cost in excess of the present figure in the amount of $15,368.14.

Q. In other words, if the Street Ry. Dept. of the Columbia Ry. Gas & Elec. Co. and the Street Ry. since its transfer to the Broad River Power Co. had been billed to that Dept. under Schedule 1, which is the cotton mill schedule for the past five years and some months, it would have cost them $15,000 less than it would have cost a cotton mill, in round numbers?

A. Yes.

Q. With respect to the payment of sub-station employees, which payments have been added to the Street Ry. Co., state what sort of current is necessary to use in operating street cars?

A. Direct current.

Q. What sort of current do we generate at all of the power plants?

— Alternating.

[fol. 1112] Q. In order to furnish power for the operation of the street cars, is it not necessary to transform the alternating current into direct current?

A. Yes, that is necessary.

Q. Is the cost of that transforming taken care of by the charges you have been reading from the various accounts as being paid to sub-station employees; those payments represent the cost of transforming the current from alternating to direct?

A. That is right.

Q. A great deal of reference has been made to the Interstate Commission regulations as to bookkeeping, I wish you would state to the Commission whether or not this Commission or any other regulating body could get any definite idea as to the operations of this Company unless its books were kept either in accordance with the Interstate regulations or some similar regulations?

A. It would be impossible to give such information if we did not keep them under some such system.

Q. If you had one entry for income and another for expenses, could any one get a definite idea about the details of operations of the company for the purposes of rates or any other investigation?

A. No sir.

Q. I understood you to testify that if depreciation were taken into account that the combined statement of the Broad River Power Co. and the Columbia Ry., Gas & Elec. Co. would show a deficit?

A. Yes sir.

Q. How much would that have been for the past twelve months?

[fol. 1113] A. For the combined companies the deficit amounts to $121,018.39.

Q. If depreciation were taken into account?

A. That is right, estimated depreciation.

Cross-examination.

By Mr. Cordie Page, Asst. Attorney General:

Q. Mr. Costello, what do you mean by Schedule #1?

A. That is the schedule filed with the Commission, applicable to mills.

Q. That is not in this paper you submitted here?

A. I believe it is covered by the first page of that data.

Q. How do you reconcile your statement that the power used by the Railway Company would have cost something over $15,000 more if it had been billed at the Schedule #1, when as a matter of fact you billed it at a cent and a half, when the schedule shows less than a cent and a half, or the schedules in this paper show less?

A. In reading the testimony this morning I mentioned the railroad rate from January 1, 1922 to October 1, 1924, a flat cent per K. W. hour.

Q. When you show that difference you go from January 1, 1922?

A. Yes.

Q. And during a part of that time the Ry. Co. was getting power at one cent, that is where you get the difference?

A. Yes.

Q. How long has your Schedule 1 been in effect?

A. I cannot answer that, I do not know.

Q. Has it been in effect since Jan. 1, 1922?

A. I do not know.

[fol. 1114] Q. Therefore, you do not know whether the Electric Co., the Ry. Co. was paying more for electricity back in 1922 and from that time until this schedule 1 went into effect than the cotton mills or not?

A. No, I do not know.

Q. At that time when the Ry. Co. was getting power for one cent a K. W. is it not reasonable to suppose the mills were getting a correspondingly lower rate than they are getting at the present time?

A. I do not know what rates were in effect at that time.

Q. It would be natural to suppose if you raised the rates with the Ry. Co. you raised the rates to the mills, would you not?

A. I cannot answer that question.

Q. You are not prepared to say then whether from January 1, 1922 the same amount of power was used by the Ry. Co. it would have cost a cotton mill more or less than it cost the Ry. Co.?

A. No sir, I am not prepared to answer that.

Q. The only thing you say is if it had been billed at the present rate it would have cost the Ry. Co. more?

A. Yes.

Q. Your Co. is making a profit on this power that it is furnishing the cotton mills, is it not?

A. I cannot answer that question.

Q. It is in business for a profit, you will say that?

A. We hope to, that is a gamble.

Q. You would not stay in business if you knew you were not going to make a profit?

A. We have possibilities, that is about the answer to that question.

[fol. 1115] Q. If you do not know that, isn't it reasonable to suppose that if the Company were losing money on this power that it would raise the rates, or supply to this Commission for permission to raise the rates, to cotton mills?

A. I would presume so.

Q. Why can you furnish power cheaper to a cotton mill than you can to any one else who uses the same amount of power under similar conditions?

A. I am not prepared to answer that question.

Q. You do not know of any reason why it cannot be done?

A. No sir.

Mr. McLain: Mr. Chairman, we have only one more witness and did not expect to put him up, but in view of the questions asked by Commissioner Tatum, we wish to put him up.

As preliminary to the testimony we wish to introduce, if necessary the so-called Merger Act, which is Act #435, approved the 19th of March 1925, and which appears at page 842 of the Acts of 1925.

Q. (To Commissioner Tatum:) Have you read that Act?

Commissioner Tatum: No sir.

Mr. McLain: I should just like to read it. (Reads the Act.) I wish also, as preliminary to Mr. King's testimony to make this statement, that the transfer in this case was made absolutely in accordance with that Act, and the deed from the Street Ry. of the Columbia Ry., Gas & Elec. Co. to the Broad River Power Co. specifically recites this Act and specifically conveys all its franchises, property etc., except that pertaining to the Street Ry. Dept. of that Co., which it specifically retained. Also, I should like to state [fol. 1116] that having represented the so-called Barstow

interests in the canal settlement, that this Merger Act was a part of the contract with the State of South Carolina by which the canal settlement was effected, and we have here my office copy of the original proposal, dated Jan. 8, 1924, to the Canal Commission, which set forth what the new company desired the State to do, and what, if the state would do that, the new Company in turn would do. (Reads the document in question). Which shows that the passage of this Merger Act was a part of the canal settlement, and the first Bill which we proposed to the Canal Commission reads as follows: (Reads paper in question.) So that the point I wish to make to the Commission is that this so-called Mer. Act was specifically and definitely made a part of the canal settlement, and was specifically and definitely recommended to the Legislature, together with the canal settlement Act and is a part thereof; and as showing that, I have a copy of letter here, signed by all members of the Canal Commission, dated December 17, 1924, at their suggestions, instead of embodying both Bills in one Act, made the Merger Act and the canal settlement Act separate bills. (Reads letter.) That letter was signed by each member of the Canal Commission.

This one further statement: That the purpose of the Merger Act, you will notice the Company agreed upon the settlement of the canal controversy to make certain develop-
[fol. 1117] ments costing a great deal of money. It was absolutely impossible to finance those developments with this tremendous loss on the street car service tied into the Company that was going to do the financing. That statement was made frankly to the canal commission and they understood thoroughly in making this settlement, showing that this Merger Act was not slipped over on anybody, it was squarely presented to them. Without our being able to get loose, it was impossible to finance the steam plant at Parr Shoals, which is now three times what they agreed to make it. In addition to that, the Saluda development, which the same people are financing right now. So it was impossible with a big, losing Street Car Co. tied on to the Gas & Electric Co. to borrow money to finance these developments, which we agreed with the Canal Commission to build as a part of that canal settlement.

In order to answer Commissioner Tatum's question about the capital stock, etc., I would like to have Mr. E. R. King sworn.

Mr. E. R. KING, being duly sworn, testified as follows:

Mr. McLain: Mr. King, you are General Auditor, I believe, for all of the so-called Barstow companies, the General Gas & Elec. companies?

A. Yes.

Q. Are you familiar with the transfers of certain properties of the Columbia Ry., Gas & Elec. Co. to the Broad River Power Co., and the retention by the Columbia Ry., Gas & Elec. Co. of certain other properties, which took place about July 1st, 1925?

A. Yes.

[fol. 1118] Q. Are you in a position to state whether or not the financial condition of the Columbia Ry., Gas & Elec., Co., after the transfer of certain properties to the Broad River Power Co., was better or worse than the financial condition of the Street Ry. Dept. of that company prior to that transfer?

A. The condition was exactly the same.

Q. Will you then, explain for the benefit of the Commission, how the transfer was made, and the various book entries reflecting that change.

I would like to state to the Commission that Mr. King gave this same testimony, I think, in a hearing in September, 1925, but probably the notes of the stenographer have been mis-placed or lost.

A. The effect of the transfer of the electric and gas departments—and from Mr. Tatum's question this morning, he inferred there was a new corporation; it is not a new corporation so far as the Columbia Ry., Gas & Elec. Co. is concerned; the old Columbia Ry., Gas & Elec. Co. is still in existence. It sold and transferred to the Broad River Power Co. the electric and gas departments of its business, together with any assets or liabilities pertaining to those departments, which left with the Columbia Ry., Gas & Elec. Co. the Railway Department and the assets, whatever the current assets might have been and whatever the current liabilities might have been at the time of the transfer, that were purely Railway assets and Railway liabilities.

Q. Has or not the Broad River Power Co. assumed the payment of mortgages that were in existence and the pre-
[fol. 1119] ferred stock of the *of the* Columbia Ry. Gas & Elec. Co.?

A. The preferred stock of the Columbia Ry. Gas & Elec. Co., has in effect, been assumed by the Broad River Power Co. The way it came about was, these propositions to sell the electric and gas departments to the Broad River Power Co., were approved by the majority, by seventy-five per cent of the stockholders, both preferred and common—of course, the common was all Broad River. There was no way to get in these small holders of the preferred stock. In order to prevent any criticism there was deposited with the Chase National Bank in New York City one hundred dollars per share for each share of preferred stock now outstanding. That is still there.

Q. So any stockholder, at any time, by presenting his or her certificate of stock to the Chase National Bank in New York can get and will get one hundred dollars for each share held?

A. Can get $100 for each share. With respect to the bonds of the Columbia Ry. Gas & Elec. Co., these were assumed as to principal and interest by the Broad River Power Co.

Q. So that the present Columbia Ry., Gas & Elec. Co. is not obligated to pay off those bonds nor any interest on them?

A. I believe the bonds are yet and become a lien on the property of the Columbia Ry. Gas & Elec. Co., but have been assumed by the Broad River Power Co.

Commissioner Tatum: Mr. King, the present stock of the Street Railway Co. is the same as it stood before the transfer of the assets to the Broad River Power Co.?

A. The present stock outstanding?

[fol. 1120] Q. Yes.

A. No, it is not the same. The present stock has been reduced by a surrender to the Broad River Power Co. of 19,783 shares of the common stock out of 20,000 shares. There are actually only 217 shares outstanding of the common stock of the Columbia Ry., Gas & Elec. Co. Of the preferred stock, 8,520 shares that was owned by the Broad River Power Co. was surrendered to the Columbia Ry.,

Gas & Elec. Co. for cancellation, leaving outstanding 433 shares, of which one hundred and something, whatever it is, is in the hands of the public.

Q. The Broad River Power Co. held, after the transfer of these assets according to the Merger Act, after the transfer was made, the Broad River Power Co. held the stock of the old corporation, is that correct?

A. Yes sir.

Q. And they hold that now except that part which has been surrendered and that part owned by the public?

A. That is it exactly.

Q. The total amount, as has been stated, those shares represent both common and preferred, par value $100.00?

A. Yes.

Q. After the transfer had been made, have you any figures showing, a financial statement of the old corporation as it was at that time?

A. I have one a month later. There was not any balance sheet prepared on July 1st; it was prepared on July 31st, very small changes, just the operations for one month.

[fol. 1121] Q. That would be a fair approximation?

A. Very fair, the change would be practically nothing.

Q. What is that?

A. This is not taking in the property. I am not qualified to testify as to the values of the property. I am going to give you the current assets and the current liabilities:

Materials and supplies as of July 31, 1925	$13,521.94	
Insurance premiums paid in advance (that is unused portion of premiums on insurance)	135.54	
Cash, in the hands of the cashier for making change, etc.	400.00	
Other cash	51,469.78	
Accounts Receivable	9,618.66	
		74,000

Those are the assets.

Liabilities:

Notes Payable	7,685.28

I might explain that is the remainder of a series of notes given for street cars purchased from J. G. Brill & Co. unpaid at that time.

Accounts Payable	56,547.77
Loans pagale	20,000.00
Paving assessments (payable in installments)	33,255.97
Conductors' badge and key deposits	60.00
Ticket liability	20.14
Taxes	11,655.32
	127,000

Those are the liabilities.

[fol. 1122] Q. Do you have the total?

A. I haven't, I can get it for you.

Q. Have you an item showing the value of the physical property transferred?

A. The valuation?

Q. What was left?

A. Yes, $1,917,924.98. That is the book figure. I am not qualified to testify as to whether that represents the value or not.

Q. Against that, on your liability side, did you have any stock liability on the other side of the ledger?

A. Yes.

Q. How much was that?

A. At that time, the entire amount of stock of the Columbia Co. outstanding was $895,300 par value preferred stock, two million dollars common stock.

Q. Before the surrender?

A. Before the surrender by the Broad River Power Co. of this other stock. I believe that surrender was made about two months after the merger.

Q. Was that surrender made in pursuance to the agreement referred to by Mr. McLain?

A. Yes sir.

Q. Have you figures as to the financial statement of the Street Car Co.?

A. Yes. This is as of February 28, 1927.

[fol. 1123] Materials and supplies	$8,771.51
Insurance premiums paid in advance	800.00
Working funds in hands of employees	100.00
Cash	318.04
Accounts Receivable	1,098.02
Those are the assets.	11,000.00

Accounts Payable	5,746.39
Loans payable	112,500.
Paving assessments payable in installments	2,116.60
Conductors badge and key deposits	39.00
Ticket liability	261.57
Taxes	1,647.26
Accrued insurance	358.94

Those are the liabilities.

Q. To your assets you would add the present value of the present equipment?

A. Yes.

Q. Have you any appraisal or report on that?

A. I have not.

Q. Has the company ever had one since the change has been made?

A. Not to my knowledge.

The Chairman: You are General Auditor, for all the Barstow interests, are you not?

A. Yes.

Q. The Broad River Power Co., the Columbia Ry. Gas & Elec. Co., do you also take in the Carolina Transit Co.?

A. I do not.

Q. You are not connected with it in any way?

[fol. 1124] A. Not in any way.

Q. How about the Spartsnburg Bus Co.?

A. The controlling stock is owned by the South Carolina Gas & Elec. Co., which is a subsidiary of the General Gas & Elec. Co.

Q. There is no connection between the Spartanburg Bus Co. and the Carolina Transit Co.?

A. No sir.

Cross-examination by the Attorney General:

Q. You are familiar with all the affairs of the Columbia Ry. Gas & Elec. Co.?

A. In a general way, yes.

Q. Are you the one that has possession of its contracts and franchises?

A. No sir.

Q. We have served you with a notice to produce at this hearing any and all contracts and correspondence on Hyatt's Park? Have you that?

Mr. McLain: We have it.

Q. From the City of Columbia or Hyatt's Park? have you that?

Mr. King:

A. We have none of those.

Mr. McLain: They are all here. You can look at it. I would like to get a receipt for it before you take it off.

Q. Do you know of your own knowledge if you have with the North Columbia Land Co. a contract? That is College Place out there, to operate your cars there in perpetuity?

A. I do not.

Q. If you have such a contract, if it is in this batch, to discontinue your cars would be a violation?

[fol. 1125] A. I think it would depend on the terms of the contract.

Q. If it says run the cars in perpetuity, and you are not running?

A. I cannot assume that the contract says.

Q. Could you find it?

A. I do not know that I can.

Mr. Tatum: Mr. King, while the Attorney General is looking for his information, I will ask you whether or not that two million dollars book value, for your property and for equipment, did that refer to that part of the property of the Columbia Ry. Gas & Elec. Co. which was left with the old company after the transfer, it was that part which was left after the transfer?

A. Yes.

Q. Mr. McLain have you the Act which represents the franchise of the Street Ry. Co., isn't it an Act of the Legislature?

A. Yes, there were, I thin-, probably four different companies chartered by the State, between 1880 and 1890 and down to 1899 and authorized to operate street cars in Columbia and within five miles, I think, of Columbia, and

subsequently there was an act passed allowing the consolidation of those companies with certain other companies, and under various consolidations the Company gets its franchise to operate street cars and sell electricity and gas from all four of those acts.

Q. Was there another act?

A. No general act, except an act very similar to this merger act, allowing the consolidation of those several companies.

Q. Your franchise would be derived from all four of those acts?

A. I should think you would have to get all four, yes. Then as to the street cars, three were about gas companies, [fol. 1126] given franchi-es by the State to operate gas business in and near Columbia. Those companies also were either purchased or consolidated into what is now the Columbia Ry., Gas & Elec. Co. The consolidation took effect in the name of the Columbia Ry. Light & Power Co. The name was afterwards changed to the Columbia Ry., Gas & Elec. Co. Have no franchi-es from the City of Columbia for any of them. All they have from the city is permission to lay tracks in certain streets. I don't think they have permission to put gas mains in the street. I can give you a résumé of that whole history; I can give you an annotation to give the acts if you desire. I will write a letter setting forth the statute under which the acts may be found.

The Attorney General: I will state for the information of the Commission, my information is that the car track from Hyatts Park or Eau Claire to College Place was constructed under an agre-ment with the North Columbia Land Co., the street car company doing the work, and the Land Co. paying the expense. When that construction was over they had an agreement with the Street Car Co., whereby it took over the property of the Land Co. *Co.* and in return promised the street car service to that community in perpetuity. I was looking through these agreements to see whether they have that here. If they haven't, there was such an agreement and I will have to bring witnesses here to show it. Mr. W. G. Belser was President of that Co. and familiar with that agreement. I thought maybe they would admit it, but if they don't I will summon him to come

down and present that testimony. I have asked them to produce it and I have not yet found it.

[fol. 1127] Mr. McLain: I would like to state for information, that in 1925 when there was a good bit in the newspapers about the street car abandonment, the Company did get a letter from Melton & Belser or the North Columbia Land Co. by Melton & Belser, in which they made some reference to this contract, but we were unable to find the contract they referred to and they did not do anything except write a general letter. When the Attorney General served his notice to produce, I delivered it to the office of the Company and asked them to search all the records; they did so and these are what they brought me. So far as I know these are all the records.

Commissioner Tatum: Do you know whether that batch contains the contract referred to?

A. I do not, I haven't even looked at it. I would suggest to the Attorney General that if there is such a contract the North Columbia Land Co. must have a copy.

Mr. Duncan: Mr. Chairman, you have allowed conversation in matters of this sort. If I remember correctly, Mr. Hyatt himself told me of an occurrence similar to the one referred to by the Attorney General, when he came to ask Mr. Robertson to take over the line and operate it. Mr. Robertson said "It is not yet on a paying basis." Mr. Hyatt says you are under obligation to take it over. He says where is your contract. He said well we haven't a written contract but it is a moral obligation, and Mr. Robertson's answer to him was, "Damn the moral obligation." I heard that from Mr. Hyatt himself. I think you will find missing the written contract.

Commissioner Tatum: Mr. Attorney General, if the paper is not produced that gives you authority to produce secondary evidence.

[fol. 1128] The Attorney General: Mr. Chairman, I 'phoned Mr. Belser, who would give the testimony I indicated; he had a copy of that contract, but is unable to find it so far not able to put his hands on it. This testimony would be very material to the case and the matter of the franchise at that time. It doesn't look like it is going to be possible to conclude here today; have to bring secondary evidence. I make that little statement to the Commission to see what they wish.

The Chairman: Could you go any further with these witnesses?

A. Yes, so far as I know. Would it be possible to resume this hearing Friday? I want to state this to the Commission: Mr. Robinson, representing Eau Claire in the case, is in the United States Court. That is the reason he is not here.

Mr. McLain: I should like to get through with this as soon as possible.

The Chairman: We will call it 2 o'clock tomorrow.

Mr. Thomas: Mr. Chairman, Do you need the Carolina Transit Co. any more. Nothing has come up.

The Attorney General: We can summon them.

The Chairman: You are excused unless summoned.

Commissioner Nance: Mr. Chairman, I would like the stenographer to refer back to Mr. Duncan's statement about a remark made by a former member of this Commission. Mr. Duncan, what was it you said about a former member of this Commission standing outside the door and saying that this Commission was going to do nothing about it?

[fol. 1129] Mr. Duncan: I did not hear it myself but I can produce the man who did hear it.

Mr. Nance: I just want to say that as far as I am personally concerned that is a malicious falsehood.

(Hearing adjourned until 2:00 o'clock p. m. next day.)

(Hearing resumed 2:30 p. m. March 31st.)

Mr. W. E. Belser, being duly sworn, testified as follows:

Direct examination.

By the Attorney General:

Q. Mr. Belser, what is your business?

A. I am an Attorney at Law.

Q. What connection did you have with the North Columbia Land Co., if any?

A. I have been Vice-President of that company a great many years. Since the death of the President I have been acting as President.

Q. Did that Company or not have an agreement with the Street Car Co.?

A. They did.

Q. Please tell the Commission what that was?

A. About the time this company was organized, which was in 1905 or 1906, they took up the matter of constructing a street car line to serve what is known as College Place. They had an agreement by which the line was to be constructed to the present terminus of the end of what is known as Fourth Ave., and operated originally under an agreement by which the North Columbia Land Co. was to take care of the deficits in operation. That continued for a year or so. My recollection is probably a couple of [fol. 1130] year-, when we made a further contract, by which the line was definitely turned over to the Street Car Company, in consideration of their agreeing to operate it in perpetuity at the rate of five cents per fare from the terminus of the *of the* line to any point in the City of Columbia. That was the substance of this contract, paying them at the time a consideration for it in lieu of the previous contract under which we were to take care of the operating expenses in the event they fell short. I wish to say in this connection I have searched the office files and I am not able to locate the original contract.

Q. You are positive of the fact?

A. There is no question about it. It was prepared by me. I was the attorney and did the work for the company. In 1919, after the general rise of prices and they raised the rate generally in Columbia from 5 C¾ to 7¢, the company approached us to allow the contract to be amended, to provide a 7¢ instead of a 5¢ rate. This morning I took up with Mr. Kohn, who has been Secretary through all the years, as to whether he found any papers. He found a supplementary contract which I have here, entered into in 1919 and which served as the original contract. The original up to this time I am not able to find, evidently in hand when that was prepared. That particular paper was not prepared by me, but by Mr. D. W. Melton who was President then, with Mr. E. W. Robertson, President of the Company, asking for an amendment. In some way our draft was invalid, probably with the change of officers.

The original President of the company was Mr. Hyatt, later on Mr. Gonzales. Not able at present to locate the original contract. This contract of course refers to it.

[fol. 1131] Q. In 1919, on their own initiative, they came to you?

A. Requested an amended contract by which the fare would be raised from 5¢ to 7¢.

Q. There was such a contract?

A. No question about it. They knew all about the contract. Mr. Robertson was familiar with it. I will say further, after the sale to the Barstow interests, Mr. Wm. Elliott came to my office to ask to see our copy of that contract; said their copy was also mislaid, wanted to see ours. I told him I would try to locate mine. He said at the time he knew the contract was in existence.

Q. That contract which they were seeking to amend there was a contract in perpetuity?

A. Yes, no question about it.

Q. They state they confirm that contract in every respect except as to fare?

A. Just what that contains.

Q. You have no service out there now?

A. I understand the lines have been discontinued recently. When this matter of discontinuing the car service in Columbia some time ago was agitated in the papers, they wrote the North Columbia Land Co. a letter on the subject and it was following that letter that Mr. Elliott came to see me in reference to seeing our copy of the contract.

Q. Is that all that you recall about the matter?

A. That is everything.

Q. No one has ever come to see you in regard to taking off the car service?

A. Absolutely not.

[fol. 1132] Q. Setting aside that part of the agreement you had?

A. No sir, my letter when I wrote to them, they didn't say they were going to take off our service, going to discontinue other lines.

Q. They didn't dispute the proposition that you were entitled to the service?

A. Absolutely not.

Q. Where was that car to run from?

A. To be continuous service throughout the City of Columbia with all service any other line had; to go from any point in the City of Columbia to the extremity of the line and to any connection for any part of the city served by the car service.

Cross-examination.

By Mr. McLain:

Q. Did that contract, which you say was in perpetuity, did it specifically state it was in perpetuity?

A. My recollection is it specifically so stated. We were very particular about that feature of it.

Q. You would not be interested in perpetual service after you sold all your lots?

A. I should say we wouldn't be, unfortunately though they have not been sold.

Q. That contract was not with the Columbia Ry., Gas & Elec. Co., but with one of its predecessors?

A. A different corporation was then operating the street car line, I am not sure whether the name was changed or not.

Q. Do you recall the consideration you paid the then company for this perpetual contract?

[fol. 1133] A. My recollection, I think we paid $5,000.00. Of course the records would show. Probably could get the records from the Treasurer's office. I think they paid a final lump sum of $5,000.

Q. Purely for this operating agreement?

A. For the alteration of the agreement by which we were relieved of paying the expense of operation by which it fell short. To be relieved of that burden we made this lump settlement and have no further necessity to take care of shortages in the operating expenses.

Q. There were shortages?

A. From time to time.

Q. You say continuous service?

A. I didn't mean one car right after another all day long. My recollection of the contract, it provided for not less than a car every hour to the terminus of the line.

Q. Where was that?

A. At the end of Fourth Ave.

Q. Coming into Columbia, how far, under that contract, were they required to run the cars?

A. To run into the city and connect with cars to any other point in the city.

Q. From the terminus of your line to the city limits in order to connect with the rest of the cars?

A. To points where they connected with other cars for any other parts of the city. As a matter of fact from the start, they ran the College Place car from the depot all the way to College Place.

Q. Those schedules were changed from time to time?

[fol. 1134] A. Yes, they ran half-hour service a large part of the time.

Q. Does the Columbia Land Co. still have unsold property out there?

A. Yes.

Q. Approximately how much?

A. Between three and four hundred acres of land altogether.

Q. Is that beyond the terminus of the present line?

A. Some beyond and some this side. Scattered over all the original development.

The Attorney General: Mr. McLain asked you if you had sold all your property out there, that did'nt take out of the mind of this company the necessity of going to you and seeking to change the wording of the contract so they could charge a higher fare. They still recognized in 1919 your interest and rights to that contract?

A. They certainly did. I may say that Mr. August Kohn here, who is Secretary, is familiar with these matters too.

Q. His testimony would corroborate yours, that you signed a contract?

A. No, Mr. Hyatt was President, Mr. Kohn Secretary, I don't think I was at the signing.

Commissioner Tatum: You had a contract with the Street Railway Co before this contract you refer to?

A. Yes, the original contract was made in 1906, referred to in this paper here.

Q. Amended in 1908?

A. Amended in 1908.

Q. The amendment of 1908 is the one you testify to here particularly?

[fol. 1135] A. Yes.

Q. That original contract expressed some actual duties?

A. The original contract embraced the obligation of the Land Co. to pay deficiencies in operation either in whole or in part.

Q. With a view of getting service out there?

A. With a view of getting service to the new development, four or five miles from the city limits. Without street car service of course it was not accessible and not salable. With the street car service it was a desirable residential section, so we regard the matter of car service as vital for the community, and that is the reason why we had the car line built at our expense and entered into a contract to operate it. We were to reimburse them for any operating expense, if the income was not sufficient. In 1908, after it had run along a while, we wished to be relieved of the burden of meeting the expense in connection with the shortages and entered into a further agreement, contract, shown by this agreement, by which we paid them a lump sum and they relieved us of that, of taking care of the deficits in operation.

Q. Have you sold property right on since the execution of that contract in 1908?

A. From time to time.

Q. Were those sales made with the understanding on the part of the purchasers that this contract was in existence; did that enter into the matter.

A. The sales were made certainly with the knowledge the car line was being operated there. I do not think it was told to the purchasers such a contract existed, not discussed, some would have known, but they bought with the knowledge that College Place was being served with a car line.

[fol. 1136] Q. Did that enter into the representation made by the Land Co.?

A. No further but the fact that there was a car line furnishing regular service to the City. Of course in any case if the question had come up and I was asked I would have told them about the contract to furnish service in

perpetuity. I don't pretend to say in every case that question was discussed.

Q. You don't recall any specific case?

A. No, I don't do the selling, what was said by the Agent in the selling, I cannot speak for.

Mr. McLain: You would not say you told anybody you had this contract in perpetuity?

A. I am quite sure I told it.

Q. Not a question in selling the lots?

A. I don't sell the lots.

Q. Your connection was to prepare the papers for the lots sold?

A. I was the attorney to close the transaction. The actual selling was done by Mr. M. W. Mason usually, our agent for many years.

Q. So that you certainly never made that representation to anybody with a view of inducing them to purchase a lot?

A. I personally did not make it a practice to make any representations.

Q. This is a private company and not a corporation, not a municipal corporation?

A. The North Columbia Land Co. is a private business corporation.

The Attorney General: From the discussions that did take place would you say it was commonly known this car [fol. 1137] line was to run out there in perpetuity?

A. I should think it would have been, certainly it was a matter which we wished known; it gave some assurance to people they would have service.

Q. You feel quite sure that fact entered largely into the inducement to buy property?

Mr. McLain: We object to the feeling about it.

Q. Would you say that was a fact?

A. Certainly the assurance or belief on the part of the people buying that they would have car service would be an important element in their purchase of lots.

Q. Common knowledge that had that this car line was to be a continuous affair?

A. It was a well known fact, among the officers of the North Columbia Land Co. that this contract was in exist-

ence, and we of course undertook to have it known rather than hidden. Personally I did not sell the lots.

Mr. Duncan: Do you remember when the car line was built?

A. This contract here refers to the date of the original contract 1906. The car line was built about that time.

Q. About that time or prior thereto?

A. About that time. The college was located in 1905, and the plan to develop this property began in 1905. The car line was probably put in a few months later. I would say 1906.

Mr. August Kohn, being duly sworn, testified as follows:

[fol. 1138] Examination.

By the Attorney General:

Q. Mr. Kohn, what is your position, please?

A. I am Secretary of the North Columbia Land Co.

Q. You heard the question I put to Mr. Belser, in so far as your know of that matter, please state if your testimony would be practically the same?

A. My recollection confirms entirely what Mr. Belser has just testified to. The only point that probably he did not bring out as fully as may be warranted is that when the line was originally built, my recollection is the North Columbia Land Co. paid for the actual construction of the line, and then they entered into an agreement at the time of the original contract that if there was a deficiency in the operating expenses the North Columbia Land Co. would pay half of it. From time to time records were submitted by the Columbia Electric Light Gas & Power Co. to the North Columbia Land Co., and we paid from time to time these monthly or quarterly bills which were sent to us. They were not satisfactory either to us or the Columbia St. Ry., Light & Power Co., so we then made a proposition to them that we would pay a lump sum and be relieved of any further obligation and have no further bills, and I think we then paid $5,000.00 to be relieved of any further payments under the life of the contract, and this property was deeded to the Street Railway Co.

Q. Then in consideration of these things, of your building the line and what you agreed to do, they agreed to furnish service in perpetuity?

A. Yes, that is what Mr. Belser testified. That contract that has been misplaced, Mr. W. D. Melton has in his [fol. 1139] possession we are quite sure at the time of this supplementary agreement raising the rate was drafted and it is probably among the possessions of the late Mr. Melton.

Q. They approached you all to ask that it be amended?

A. Yes, we have always undertaken to cooperate with the St. Ry. Co. in every way.

Q. When you were asked about it, have you freely told people?

A. Neither he nor I do the actual selling. We have a sales manager, Mr. Mason, who helps us make the sales and that condition has existed since we have been organized. Mr. Mason has been our sales manager, doing the actual selling.

Q. All own property?

A. Yes, about 350 acres of unsold land which is a part of the property belonging to the North Columbia Land Co.

Mr. McLain: Mr. Kohn are you prepared to swear that the word "perpetuity" appears in this contract?

A. It has always been our understanding. I haven't seen the contract in some years.

Q. Always your understanding that the word in there was perpetuity?

A. That it was in there that the street car line was to be run in connection with the city lines for all time.

Q. As long as the city lines ran?

A. No to connect with the city lines. My understanding was that for a 5 cent fare that a person getting on at any point in the City of Columbia, wherever the lines may have been run from, they had the privilege of going to the end of the Columbia Land Co. property as far as the car line ran.

[fol. 1140] Q. Did the Street Car Co. in that same contract obligate itself to run the street cars in the city of Columbia in perpetuity?

A. This contract is twenty years old. I don't think any one ever dreamed of their discontinuing. We paid our good money to build the line with the understanding that we

would have it for the development of our property, and which we considered vital to the people there.

Q. It is not nearly so vital now?

A. That is a matter of judgment. We still want the car line, and we are very hopeful you gentlemen can work it out so the car line will continue to operate.

Q. In your judgment the car line is not as important to your property now as it was twenty years ago?

A. I think that is correct, it is not as important, but it is still important. You understand that the North Columbia Land Co. has property that sells on the basis of from $250 to $450 a lot. In the City of Columbia that same lot would sell for several thousand dollars. Therefore, the hard-working property owning people who live in College Place are not always the owners of automobiles, and therefore to those people it is very vital that they have some way of getting to and from.

Q. If the contract did not obligate the Street Car Co. to run its care within the city of Columbia in perpetuity, would it have been any service to you to have your contract carried out, requiring the car to run every hour to the city limits?

[fol. 1141] A. That is a matter I am not familiar with, as to whether or not that is a part of the contract or not?

Q. Would it be of any particular value to the North Columbia Land Co. to have the cars run on that line and not in the City of Columbia?

A. It is a mile, probably two miles from where the city limits end to the terminus of our line. If the bus line carried the people to the city limits and they could get on a street car and go to the end of our line, that would help.

Q. The City limits are at Geo. Newman's house?

A. I understand Geo. Newman's house.

Q. How far is that from the State House?

A. It is a little over a mile. I understand the original city limits were a mile square and that terminated at Elmwood Ave. Beyond that is more than a mile, ten city blocks.

The Attorney General: To one who had bought property out there, if the street car service was taken off, it would be quite a disadvantage to him to have to walk that mile, if he had had the promise of riding, wouldn't it?

A. Yes, and we have had since this controversy has been on, a number of people come to us and ask if we could not help them get the car line back.

Q. At the time the Street Car Co. made the contract, were they contemplating taking the cars off?

A. Not that I know of.

Q. They were ready to go out and build a line in a new section to build up Columbia.

[fol. 1142] A. They didn't contemplate, as far as I know, taking in the North Columbia Land Co.

Q. They acquired yours, bought that.

A. That was in 1908.

Q. They bought this line you built?

A. Yes.

Commissioner Tatum: Prior to the execution of the amended contract in 1908 did your company own the extension line that went out there?

A. No sir, surrendered to the Columbia St. Ry. Light & Power Co.

Q. Prior to the amended contract in 1908?

A. Yes sir.

Q. Surrendered it to them?

A. Surrendered it to them and the property rights. Previously, when we gave them this flat consideration to relieve us from further payments, gave them possession of the property.

Q. I thought that was in 1908?

A. I think it was.

Q. Prior to that time?

A. 1908 was the time.

Q. Prior to that time, did you own that extension line?

A. I do not recall in the matter of the title vested, as to whether it was with us of whether with the Columbia St. Ry. Might have been the power company, I am not sure, I do not know.

Mr. McLain: You built it for them and they repaid you?

A. Mr. Hyatt built it and we turned it over to the St. Ry., I do not know whether there was an actual deed or not.

[fol. 1143] Q. We have here a deed from Eau Claire——

A. That is another line, the line leading to our line.

Mr. Duncan: After building that car line out there, did your company have to run that car line a while?

A. Never ran the car line so far as my recollection goes. In fact previous to the physical construction of the line, contract had been made for the operation of the road. The roadbed and actual construction was done under the supervision of Mr. Wallace, who was then connected with the Street Railway; that is, the North Columbia line, which is not the Eau Claire line; that connected with our line. The North Columbia Land Company property does not begin until you get to the Columbia Female College; that was a line from Hyatts Park to the Columbia Female College prior to our line entering into the situation.

Q. The Eau Claire line ran from Hyatts Park to the College?

A. That is my recollection. They built the line for us and we paid the bills.

Mr. McLain: We have here a notice for 1925 taxes amounting to $20,855.26, whereas the accrued taxes as shown by the books for that year were estimated to be $21,051.49.

[fol. 1144] Mr. R. L. Peterman, being duly sworn, testified as follows:

The Attorney General: Mr. Peterman, the poles you have charged up to the Street Car Company, which hang the trolley wires. If the street cars were stopped, those are charged to the Street Car Co. and are the property of the Street Car Co.?

A. I believe some are and some are not.

Q. All the poles that hold the trolley wires are charged to the Street Car Co.?

A. My recollection is all the poles owned by the Street Car Co. and all maintenance of the poles is jointly charged between the Street Ry. and the Broad River Power Co.

Q. How long has the Broad River Power Co. owned those poles?

A. I think since the operation of the property.

Q. Have you any item showing what they paid the Columbia Street Railway for those poles?

A. As far as I know no payment was made, simply a transfer of physical property in the separation of the Railway Co. and the Broad River Power Co.

Q. How could they separate poles the trolley run on? Why wouldn't they be an item of street car equipment?

A. They are largely jointly used by the electric end of the Broad River Power Co. We try to use them jointly wherever possible.

Q. They were erected by the Street Car Dept. of the Columbia Ry., Gas & Elec. Co.?

A. Some of them were.

Q. You call those poles trolley poles to hold the trolley wires but that is not all the service they perform?

A. A great number of the poles jointly serve the Broad River Power Co. and the Street Railway Co., yes.

[fol. 1145] Q. Those poles were erected at the expense of what was then the Columbia Ry., Gas & Elec. Co.?

A. Some of them, yes.

Q. When you came to separating and taking over the property, how did you fix the value of such things as that? One company erected them, charged with them and you go ahead and transfer them to the Broad River Power Co., what did the Broad River Power Co. pay the Street Car Co. for this equipment.

A. It was not a matter of paying for equipment, it was purely a transfer of physical property.

Q. Who determined what price you should transfer them at?

A. The property which the Columbia Ry., Gas & Elec. Co. retained, the property value was determined by an outside engineering firm, the actual physical valuation.

A. Employed by you?

A. I believe so.

Q. You had this engineer determine what you should pay and it was entered on the books as being the value of the property?

A. They were outside engineers that I believe we employed.

Q. You have the amount of that entry, have you?

A. The auditor could produce that.

Q. When you went to make the separation of this property, it was transferred at your own value? You, or some one employed by you, fixed the value of this property, how it should be entered?

A. That is true, yes.

Q. But in the original instance, the Electric Co. and the Street Car Co. paid the bill for the erection of this equipment?

A. That is true, yes.

[fol. 1146] Q. You have no idea what you spent in that Department up to the time the separation took place?

A. In the Railway Department?

Q. Yes.

A. Our records will show.

Q. You haven't those records here?

A. You have from 1922 up until the time of the separation.

Q. Although those poles are there to hold the trolley wires, they also serve these other companies?

A. In some cases they do.

Q. Practically all?

A. We try to where we can, to avoid duplication.

Q. If you take up the street car tracks, you still maintain metal posts to hold the electric wires?

A. That is true.

Q. It would only affect the cross beams that carry th trol-ey?

A. That is true.

Q. That is a very valuable asset that you transfer to the Broad River Power Co.?

A. It is equipment that can be used by the Broad River Power Co. in a great many cases, yes.

Q. You used to run your cars from what was called "Union Station and Fair" and run on over to the Olympia Mills?

A. I believe so.

Q. Then the Bus Co. started up running the same route over to the Olympia Mills?

A. I believe so.

Q. Then you dropped your cars back to the Fair Ground?

A. I am not familiar with the details of the change, some such change was made.

[fol. 1147] Q. Then the Bus Co. dropped its operation back to the Fair Ground?

A. That may be so.

Q. Then you dropped your service back to Whaley St.?

A. I could not say definitely, it may be in a general way.

Q. Then the Bus Co. dropped back to the Union Station?

A. That may be so.

Q. And thereby left all that section without any service except the jitneys?

A. I believe that is so.

Q. Hasn't that same operation been true in other sections as well, when you take off your service, soon they are without any other service?

A. As far as I know in general, where the street cars discontinued there was some other adequate means of transportation.

Q. It soon ceased also?

A. Not to my knowledge. I believe the busses don't run to the Olympia Mill village now, I am not sure of that.

Q. Your cars used to run to Bowers Beach?

A. I think they did.

Q. You took off your cars running to Bowers Beach?

A. They discontinued in some sections, I do not know.

Q. The Colonial Heights car used to run from Colonial Heights to Waverly?

A. I am not familiar with that, Mr. Spence could tell you.

Q. I believe you are stationed now in Spartanburg?

A. My home is in Columbia.

Q. Have you charge of some other property in Spartanburg?

[fol. 1148] A. Yes.

Q. What is that?

A. The Spartanburg Gas & Elec. Co.

Q. Is that the holding company you have been referring to?

A. That is the local company that operates in the City of Spartanburg and vicinity.

Q. You haven't a list of the parties who own that 109 shares of preferred stock of the Broad River Power Co.?

A. The Columbia Ry. Gas & Elec. Co.

Q. No by the public?

A. The 109 shares of preferred stock of the Columbia Ry., Gas & Elec. Co., we have that, yes.

Q. The Broad River Power Co. took 324 of the preferred stock out of the 433 that existed?

A. I believe so, it is in the evidence.

Q. 109 in the hands of the public?

A. Yes, we have a list of those stockholders. (Reads list of owners of the 109 shares in hands of the public).

Q. As I understand from the testimony when you made your transfer, you fixed the principal of their shares of stock with those owners and put on deposit $100.00 a share.

A. $100.00 for each share was deposited in the Chase National Bank.

Q. You fixed the price at which they could cash in their stock?

A. The par value, they are par at $100.00 a share.

Q. Have they cashed in?

A. These have not.

[fol. 1149] Q. None of the persons who owned the preferred stock belonging to the public have accepted your offer of $100.00 per share?

A. I do not know the details of the arrangement of the depositing that $100.00 per share.

Q. That is stock in the Columbia Ry., Gas & Elec. Co.?

A. Preferred stock.

Q. Haven't some of them refused to cash in?

A. I do not know.

Q. There has been correspondence about it?

A. Not to my knowledge.

Q. Who would handle that?

A. Mr. King or Mr. Costello might be familiar with that.

Q. You do know, however, they haven't cashed in?

A. No.

Q. Although you made arrangements about it?

A. All I know is $100.00 per share was deposited in the Chase National Bank to take care of those shares of stock.

Q. I believe you took up your car line running out towards the penitentiary, took up the street car tracks?

A. We did.

Q. No service down there at all except one bus going to Cayce?

A. I do not know the bus schedules; we took the tracks up some months ago.

Q. Who ordered that track taken up?

A. My understanding is we applied to the Railroad Commission for permission to do it and received an order permitting us to take up the tracks?

Q. Do you know what official of your company ordered [fol. 1150] them taken up?

A. I believe Mr. Woodring, General Manager at that time.

Q. Would your company be willing to surrender its franchises, the Broad River Power Co., the Columbia Ry., Gas & Elec. Co., and these other companies mentioned, surrender their entire franchise rights in the City of Columbia?

A. I would not think so, however, that is a matter for the Board of Directors to decide. My judgment is they would not.

Q. You feel like they are making sufficient money to make that valuable?

A. I think they have sufficient prospects to feel it will eventually work out satisfactorily, yes.

Q. Is it your opinion that the Street Car situation became more critical as a result of the entrance of the bus as a mode of transportation?

A. *A.* We announced back as far as 1925 that we expected the street cars would not be able to continue, but we desired them to continue until the public could be taken care of in some manner.

Q. To whom did you announce that?

A. Before the Commission and City Council, the Chamber of Commerce and various bodies and committees.

Q. It was your plan to discontinue the 1st of December, 1924?

A. Yes, we received a communication from a committee of the Chamber of Commerce asking us either to discontinue within thirty days or, as I remember it, to improve in some way the service. I have forgotten the details.

Q. You received a complaint from the Chamber of Commerce as to the service being rendered?

A. In December, 1925, I believe.

[fol. 1151] Q. You indicated at that time that you were going to discontinue your service?

A. We definitely stated at that time that we would discontinue on December 1st.

Q. When the Carolina Transit Co. came into existence, do you recall?

A. No, but it was about that same time.

Q. Did you tell them you were going to go out of business?

A. I believe so, yes.

Q. And they immediately filed a request for permission to do business with the Highway Department, conditioned on your company quitting the field?

A. Probably the fact we said we were going to discontinue in December 1925 had something to do with it.

Q. They stated in the application they had reason to believe you were going to discontinue; they didn't ask for immediate action on the application, just wanted to be sitting there waiting.

A. I am not familiar with the application. It was common knowledge we were going to stop. They were trying to get started.

Q. The general understanding was they were to succeed you in business?

A. More or less a general understanding, yes.

Q. In other words you consented to the substitution of the bus service?

A. We stated we were going to discontinue but desired to continue if possible until some other means of transportation was provided.

Q. You stated the other day, I believe, that representatives of your company went to the White Motor Co. and interested them in extending financial aid to the Bus Co.?

[fol. 1152] A. It was more or less heresay on my part but probably true.

Q. Why didn't you stop your cars then if you told them you were going to stop, in December, 1925?

A. We made a number of requests to the Railroad Commission to discontinue certain unprofitable lines; also endeavored to follow out a number of suggestions which covered a period of a good many months, cutting off un-

profitable lines, trying to continue ones that might be profitable.

Q. Your most serious situation came about when you raised the fare from 5¢ didn't it?

A. I do not know. When we took over the property the fare was 7 cents. I do not know anything before that.

Q. Naturally the result was when you raised your fare you invited competition?

A. I do not know. It was an experiment and had been recommended by City Council and the Railroad Commission.

Q. It would be pretty hard to compete with a 5 cent fare?

A. With the same service, I judge so.

Q. You had a car line running around towards the Southern shops?

A. Yes, in that general neighborhood.

Q. Do you recall whether a bus was put on that service?

A. I have seen busses operating in that neighborhood.

Q. Do you know whether it has now ceased?

A. I have seen them in the last few days in that general neighborhood.

Q. Have you been informed that the Bus Company intends to transfer its operations to North Carolina.

A. I have not, no.

[fol. 1153] Q. Carry the busses there and start in High Point?

A. I am familiar with the High Point situation.

Q. What is peculiar about it?

A. Nothing peculiar about it except that our company at the present time operates four trolley cars in the city of High Point. There have been a number of buc companies trying to operate in the city. They were ready to give some bus company a franchise for the operation of busses, at least to try them out and see whether they liked the busses or not.

Q. Were you going to quit when the busses were installed?

A. It was the understanding of City Council that if some reputable concern would start operating busses the street cars could be discontinued.

Q. This is only a method of going out of business with your company?

A. It is a method of getting rid of an unprofitable portion of the business provided the public with some other means of transportation.

Q. A sort of painless extraction?

A. No, I would not say so.

Q. You are at least selling them something you say is just as good?

A. Before we go out of business with any part of a trolley line, we try to see that some other means of transportation is provided.

Q. That makes it much easier to get out?

A. That is true.

Q. Have you heard that this Bus Co. is going to transfer its operations to High Point?

A. I do not know that.

Q. But you do know you are looking around for some one to take the field there.

[fol. 1154] A. I have prerty definite information that a bus company from Winston-Salem is going to start busses in High Point.

Q. Are they connected with this company?

A. Not to my knowledge.

Q. Have you a case in court where Swift & Co. are contesting the rate you charged them for power?

A. There was such a case. I believe it is out of fourt now.

Q. I think we referred yesterday to certain rates given Swift & Co., as a matter of fact you are not in accord as to what that power was to cost; they contend one thing and you contend another?

A. My recollection is the suit was entirely over the charges on the minimum bills during the periods when Swift & Co. were not busy, not operating the plant to full capacity. We insisted on charging with the filed schedules; they objected to them.

Q. Swift & Co. brought the action against you; you didn't enforce it by going into court yourselves; they sued you in court?

A. I am not sure, Mr. McLain could tell you.

Q. Swift & Co. are the appellants?

Mr. McLain: They lost the case, too.

Q. You would say so far as Swift & Co. are concerned, you haven't a contract with them?

A. I presume that contract still continues. It was purely an argument over charging the minimum bill which our contracts provide for. I know they are being charged on the regular standard schedule for that class of service.

Q. That rate is much lower than your own bills?

[fol. 1155] A. To the St. Ry., No, my recollection is Swift & Co. bills for the last two months were in the neighborhood of $2,000 a month. You have the record of that in the testimony.

Q. If the City of Columbia should relieve your company from the paving between your tracks, could you operate your street cars?

A. I would say not, there is very little expense of paving in the expense of the company as they exist now. I mean we have had these losses in the operation of the St. Ry. and haven't had much paving during that period.

Q. There is really some needed?

A. I think in some cases, yes.

Q. Mr. Hawkins operates the Spartanburg Bus Co.?

A. We employ him to manage the Spartanburg Bus Co.

Q. Who is we?

A. The Spartanburg Bus co.

Q. You are the General Manager of that?

A. I happen to be President of the Spartanburg Bus Co.

Q. And you pay him $500 a month?

A. Pay him $500 a month.

Q. Then he also operates this bus company here?

A. I believe so.

Q. I do not know what his position is, probably manager?

A. I don't know anything about the local bus company. The Spartanburg Bus Co. was operating at a deficit and we employed him with the idea of getting expert management, and changing the deficit to a profit.

[fol. 1156] Q. You tried to get out of running the cars in Spartanburg?

A. When we took over that property there were no cars running.

Q. There was a case in court about it?

A. Yes, that is true.

Q. They decided you had to run?

A. They decided we had to operate the trolleys, we started to getting the cars back into operation and they decided

they preferred the busses. We had discontinued in the city limits; no trolley cars in Spartanburg.

Q. Are they running somewhere else?

A. One car on the Glandale-Clifton line.

Q. Spartanburg is the fourth city in size in the State and you are giving them some car service?

A. Not in the City limits.

Q. How long a line?

A. Approximately 10 miles long.

Q. And runs where?

A. Spartanburg to Glendale and Clifton.

Q. How much does your trolley system include in Columbia?

A. What?

Q. How much trackage?

A. I do not know, Mr. Spance can answer that.

Q. I believe you testified the other day that Mr. McLain, Mr. Campbell and yourself were responsible for stopping the cars here?

A. I should say the responsibility was up to those three, yes.

[fol. 1157] Q. I believe the record showed yesterday that you had in the matter of transfers paid an excess to the Bus Co.?

A. I think that is correct.

Q. A small difference there?

A. Yes.

Q. Do you know whether or not bus company-s make money?

A. I do not know.

Q. Are they making money in Spartanburg?

A. They are not making money in Spartanburg.

Q. Is that a fair sample?

A. It is the only sample we have.

Q. You happen to be at the head of all your companies, the Spartanburg Bus Co., also the Columbia Ry., Gas & Elec. Co.?

A. That is correct, yes, I am an officer in those companies.

Q. Is there anything significant in that; that the above companies are unable to operate except at a loss?

A. You mean the Spartanburg Bus Co. and the Columbia St. Ry.?

Q. Are any of your operations paying that you have charge of?

A. No transportation company.

Q. What other managements do you have?

A. I am an officer in the South Carolina Gas & Elec. Co., which is also losing money. That is the electric and gas company operating in Spartanburg.

Q. What position do you hold in that?

A. Vice-President.

Q. It does happen that these other two companies under your charge are unable to operate successfully?

A. They have been unable so far, yes.

[fol. 1158] Mr. McLain: The Spartanburg property was in the hands of a Receiver before the Barstow people bought it?

A. Very shortly before we bought it.

Q. Had considerable financial trouble?

A. It did.

Q. Do*u* you know of any street railway system in any city in any way comparable to the size of Columbia not losing money?

A. It is my general impression they are all losing money in cities of that size—most cities of any size.

Q. In New York City it is certain street cars are losing money?

A. They are all in the hands of Receivers which would indicate that.

Q. They have more transportation in New York than they do in Columbia?

A. I should judge so, yes.

Q. To refresh your mind and clear up this Swift & Co. business, isn't it a fact that Swift & Co. refused to pay the minimum bill you charged them while they were closed down?

A. That is my recollection.

Q. When you sued Swift & Co. to collect that bill they counterclaimed on the ground that the rates you were charging them had not been approved by the Railway Commission?

A. I believe that is correct.

Q. Swift & Co. lost both ends of that suit in the Circuit Court of Appeals at Richmond?

A. That is correct.

Q. And were forced to pay you the amount you charged them?

A. That is true.

[fol. 1159] Q. The High Point situation, that is not operated by the Broad River Power Co.?

A. No, it is not.

Q. What is their name?

A. North Carolina Public Service Co.

Q. In your judgment, Mr. Peterman, if the Street cars go back in Columbia, could they be operated profitably at a 5¢ fare?

A. My opinion is that they could not.

Q. If you were directed to put the street cars back as they were before any curtailment of service, what, in your judgment, would be the cost of rehabilitating the system?

A. To completely rehabilitate and place the property in condition as good as new would take in the neighborhood of two million dollars.

Q. With reference to this preferred stock, isn't it a fact that when the Barstow interests made an offer to purchase this property, they offered to buy the common stock and the preferred stock at a certain figure?

A. I believe so.

Q. Anybody who wished to sell?

A. I believe so.

Q. The people who owned this 109 shares, for one reason or another, didn't desire to sell and still own the stock?

A. They still own the stock.

Q. In some cases the stock is tied up in court and cannot be sold?

A. I do not know.

Q. That might be the case?

A. Yes.

[fol. 1160] Q. At any rate you have deposited sufficient money to pay the par value on that stock?

A. Yes.

Q. The appraisal that you had made of this property, to which the attorney general refers, was by outside engineers?

A. That is true.

Q. What is the name of that concern, Sanderson & Porter?

A. Yes.

Q. Are they recognized physical property appraisers?

A. They are.

Q. They don't work gratuitously?

A. They do not.

Q. Somebody has to pay them when they make an appraisal of physical property?

A. That is true.

Q. With reference to poles, some poles are used entirely by the street cars?

A. I believe so.

Q. Others are used jointly by the power company and the street car company?

A. Yes.

Q. There is a large proportion of the charge for maintenance of those poles charged to the Street Railway?

A. That is true.

Q. Where they are used jointly?

A. Yes.

[fol. 1161] The Attorney General:

Q. Mr. Peterman, you state that in order to make your system here as good as new it would cost some two million dollars, would it be necessary to do that to fix it so you could operate?

A. Not to operate the equipment as it is now.

Q. You have allowed the equipment to run down?

A. It has run down.

Q. Is in rather bad shape?

A. I should say so.

Q. Would not be inviting to people to ride?

A. That has been our experience, I believe it is safe.

Q. It is almost an effort to get on it. You haven't done anything to make it inviting to people to ride your cars?

A. No funds have been spent except to keep in operation.

Q. You state in New York, they are losing money. In New York they have an elevated service and an underground system?

A. They do.

Q. Why do you reckon they run at a loss?

A. I do not know any of the conditions in New York except that they are in the hands of a Receiver, which would indicate they are in bad financial condition?

Q. They are running?

A. Yes.

Q. For public service?

Mr. McLain: They are subsidized by the City of New York, are they not?

A. I do not know.

Q. Millions and millions of bonds have been sold to help it pay losses on the system, by the City?

[fol. 1162] A. I do not know.

Q. The Attorney General referred to your allowing the street cars to run down, state whether or not in the operation of the street cars, they have been maintained in the best shape possible?

A. If funds had been available they would have been spent on the property and improvements.

The Attorney General: Mr. Peterman, isn't it a fact that about a year ago you sold all your best cars?

A. I do not know of any cars having been sold. Mr. Spence can answer that.

Q. You haven't sold any of your equipment at all?

A. Not to my knowledge.

Q. Nor transferred it to another state?

A. Not to my knowledge.

Mr. McLain: On the other hand you brought cars from other cities to put in service here?

A. In several instances certain cars were brought, one from Spartanburg, also one from Greensboro, smaller street cars.

Commissioner Tatum: I believe you stated at the time of the separation, that the property maintained by the Street Railway Co., that its valuation was scheduled and appraised by a firm of engineers?

A. Yes, by Sanderson and Porter.

Q. They made their report to the Street Ry. Co.?

A. Yes.

Q. Does that report show all the property that was retained and its valuation?

A. I believe so, I haven't got it with me.

[fol. 1163] Q. Has your company a copy of that report?

A. Yes, we have that.

Q. Would you mind filing it with the Commission?

A. Yes, we will be glad to.

Mr. Duncan: Is there any more profitable property in existence today than water power property?

A. I do not know.

Q. You do not know of any, do you?

A. I am not prepared to answer that question, I do not know.

Q. As an expert, will you tell us the cost of production of power per K. W. Hour—you are furnishing it for the city and state generally—what is the cost of production?

A. I am not prepared to tell that. Our power costs show approximately what we sell it for, as shown by the financial statements of the company we presented in evidence; we are not earning sufficient as it is, it costs about what we are getting for it.

Q. Are not those financial statements prepared for the purpose of making the very showing you are attempting here?

A. I do not understand the question.

Q. What is the purpose of your financial showing, isn't it to convince us you are an object of pity and ought to be helped out at public expense?

A. I would say not.

Q. You lived a while in Spartanburg?

A. I did at one time.

[fol. 1164] Q. Let us be frank, after getting rid of the street car responsibility they also got rid of the bus company responsibility, and your manager is down here doing the same thing in Columbia?

A. No.

Q. You have no busses in Spartanburg?

A. The Spartanburg Bus Co. is operating busses there.

Q. The President is down here handling this situation?

A. The what?

Q. Didn't you tell us Mr. Hawkins was President of the Spartanburg Bus Co.?

A. No, I did not.

Q. What connection did he have with the Spartanburg Bus Co.?

A. He is manager of the Spartanburg Bus Co.

Q. You are the President?

A. That is correct.

Q. Do you tell us that at Spartanburg the Bus Co. is operating busses in the City of Spartanburg?

A. That is true, yes.

Q. Mr. Hawkins can be dispensed with up there now; you have got them running to your notion, and he comes to Columbia to do the deadly work?

A. In Spartanburg they are not operating to our notion, continuing to lose money.

Q. What knowledge have you as to what was done with the half dozen busses taken off in the last few weeks?

A. No knowledge whatever.

Q. You know they were sent out of the city?

[fol. 1165] A. I know nothing whatever about the affiars of the bus company.

Q. Mr. Peterman, not being able to tell us the cost of production of power, how do you expect to give us a fair charge for power when you know nothing about the cost of production?

A. I presume the books will reflect that, I am not prepared to trstify as to the cost of power. The cost of power is approximately the same amount we receive for it, as per the financial statements.

Q. Your purpose is to furnish it at cost?

A. Less than cost at the present time.

Q. You are a benevolent association here for the purpose of remedying what, your prospects?

A. We have faith in the community and faith in the state, of course or we would not be operating here.

Q. I believe you said it would cost two million dollars to restore the street car company to its previous extent and to make it what it ought to be?

A. That is my guess, yes.

Q. How much of that have you stripped it of in your reorganization?

A. It has not been stripped at all to my knowledge.

Q. You say you took over the poles, took over the automobiles, took over everything else the Broad River Power

Co. wanted, and even the disgruntled minority were told to take a hundred dollars or step to—Jericho. What is the purpose of stripping the property and stripping the minority stockholders too. You say you have 109 dissatisfied stockholders in that Company that refuse to accept the money you have got placed in the Chase National Bank in New York?

A. Is that a question?

[fol. 1166] Q. Yes.

A. I am not prepared to answer it.

Q. Since you have made the statement that you were selling the power at just about what it cost you to produce, are you stating that as a matter of your own knowledge, upon what basis do you make any such statement?

A. It is reflected in the testimony here, in which we presented figures showing the revenue and expenses of the company.

Q. As a man versed in matters of this sort, have you ever tried to inform yourself what it costs to produce power by pulverized coal?

A. The Columbia Ry. has no coal plant. I am not prepared to go into figures showing the cost of power.

Q. That knowledge, wherever you might have gained it, would be legitimate testimony here?

A. If I am prepared to answer your questions I am glad to but I am not prepared.

Q. Then you are not prepared to tell us how long the bus line will continue when you can get out with your street cars?

A. I have no knowledge of the bus line whatever.

Q. You are not prepared to tell us that your organized force comes here with previous experience, telling us the bus line has been a failure, and that they move within a few weeks after your street cars discontinue?

A. I have no knowledge whatever of the bus company operations or their affairs.

[fol. 1167] Q. All you want with the bus company then is to relieve you of responsibility?

A. We announced in the beginning that the street cars would have to stop but we desired to continue until some other form of transportation was provided, which we have done.

Q. Let me ask you a hypothetical question, if your power costs one-half a mill to produce by coal, isn't there a decided profit?

A. I am not prepared to answer.

Q. A cent and a half?

A. I am not prepared to answer. There are various other things besides cost of production of power that enter into the rate, fixed charges, depreciation, cost of distributing, transforming the power, all have to be taken into consideration. It is not purely a matter of production of power.

Q. I understand that, but couldn't you give us some estimate?

A. I am not prepared.

Q. You haven't got an expert who could?

A. Not here, no.

The Chairman: Does any company in which you are an officer or in which you hold office, own any stock in this Carolina Transit Co.?

A. Not to my knowledge.

Q. Has any company of which you are an officer, have they in any way financed the Carolina Transit Co. to your knowledge?

A. Not to my knowledge.

The Attorney General: I asked you when you were on the stand if you were aware that your cars, their routing was considerably curtailed; in other words, having gone to Olympia, they dropped back to Fair and back to Whaley, [fol. 1168] was there any agreement between you and the bus company as to that?

A. No agreement, we were familiar with what each other was going to do the same as the various committies and the Chamber of Commerce.

Q. Everything he did has your approval?

A. I would say so, yes.

Q. If that is so, then how were you to provide the public with this means of transportation that you refer to?

A. We were not providing it.

Q. I understood you to state you would not go out of business until they had another company here to take care of the situation?

A. That is what we suggested.

Q. Just as soon as you dropped back they dropped back, under an understanding you were thoroughly familiar with, how did that provide facilities when you removed your facilities?

A. I cannot answer that. I do not know the routes and schedules of the bus company. I do not that on the routes we discontinued busses were running on those routes.

Q. And you were doing this in an earnest desire to provide a traffic system for the people?

A. That was our idea.

Q. And you say that it was agreeable with you when you dropped your car back, they immediately dropped theirs back and thereby cut that community out of any transportation facilities?

A. After the service was established, I do not know what they have done.

[fol. 1169] Q. You didn't even go to the trouble to see they kept up that service permanently?

A. It was impossible for us to see to that.

Q. Did you agree with them they could drop back on the territory you covered?

A. We had no agreement.

Q. Did you discuss that?

A. I would not say it was directly discussed. Matters were discussed.

Q. With whom?

A. Various committees, City Council, Chamber of Commerce. The committees and the Chamber of Commerce were acquainted with this whole matter.

Q. In accordance with your consent that they would cease to operate in these sections where you had formerly operated?

A. No, not with our consent. I do not know, as a matter of fact, where the bus company now is operating or where it is not.

Q. You haven't discussed that with them in an effort to keep up the transportation system of reliability you refer to?

A. Have not.

Q. Haven't paid any attention to it at all?

A. Not after it got started.

Q. You do know it is a fact that they followed this system of taking your schedules; they went just ahead of your cars?

A. No, I would say not. Wherever the bus service was provided we have adopted the policy of discontinuing the cars.

Q. When you were on the same route they went a little ahead?

[fol. 1170] A. Not to my knowledge, I imagine the schedules were about the same.

Q. If I am correct and they went ahead of your schedule naturally it would have the effect of taking away your traffic?

A. I would say so.

Q. That policy, whatever it was, was absolutely agreeable to you?

A. I would say so.

Mr. J. W. SPENCE, being duly sworn, testified as follows:

The Attorney General:

Q. Mr. Spence, I believe it fell to your lot to have direct supervision of the running of the cars?

A. Yes sir.

Q. I believe Mr. Peterman testified as to the poles, the ownership of those and the fact that if the street cars stopped it would not necessarily mean they would be removed?

A. He testified.

Q. You did have a car running to Olympia?

A. We did.

Q. Then the busses started running to Olympia?

A. Yes sir.

Q. Taking your route?

A. I cannot say it was the same route; they went through the mill village.

Q. You dropped back to the Fair Ground in the operation of your cars?

A. I believe we did.

Q. They dropped back?

A. I do not know what they did.

[fol. 1171] Q. You didn't know anything about what they were doing?

A. No sir.

Q. You did have an agreement about the transfers?

A. At one time, yes.

Q. Didn't you agree with them they could take your schedule?

A. I do not know anything about such an agreement.

Q. Did they go just ahead of you?

A. About that I cannot say.

Q. From your observation would you say yes?

A. I have seen them.

Q. A little ahead?

A. Sometimes ahead, sometimes behind.

Q. Usually ahead?

A. I couldn't say that.

Q. When your car dropped back to Whaley Street, it went down as far as Whaley?

A. We did turn them around there for the purpose of getting out of the way of the other cars, switch there.

Q. Turned back at Whaley St.?

A. It is a double track and they had to go there to get back on the up-coming track.

Q. And the Bus Co. dropped back to the depot?

A. I don't know about that.

Q. You know that now Olympia hasn't any service except the jitneys?

A. I don't know.

Q. You haven't made any inquiry?

A. No sir.

[fol. 1172] Q. Did you join with Mr. Peterman and these others to see if Columbia was provided with adequate transportation facilities in case you went out of business?

A. I didn't have anything to do with that.

Q. It didn't make any difference to you whether they ran or not?

A. No sir, Mr. Peterman was running that.

Q. They referred me to you as having direct charge of the transportation?

A. Yes sir.

Q. You do know I am correct in the way your car operated, going first to Olympia, dropping back to Fair and dropping back to Whaley St.?

A. They dropped back to the Fair Grounds because the buss was covering a portion of Olympia Hill.

Q. What was the difference in your income by pursuing a policy of that kind, it considerably cut your income?

A. I could not say, the bookkeeping was kept in the Arcade.

Q. You took in the toll from the conductors, they made reports to you?

A. Not direct, no sir.

Q. Who would give that information, as to the effect the busses would have on your income?

A. The accounting department.

Q. Who would have the authority to turn that street car around down at Whaley St. to issue that order?

A. I was instructed to stop off from the Fair Ground.

[fol. 1173] Q. How long after the busses started did you get those instructions?

A. I do not know, probably three or four months.

Q. Who gave you the instructions to stop off at the Fair Grounds?

A. Mr. Woodring.

Q. The gentleman who preceded Mr. Peterman, Mr. Campbell?

A. Mr. Campbell.

Q. Who told you to stop at Whaley St.?

A. He did.

Q. Did he say why?

A. No sir, he did not. We drove those cars from the Union Station across the bridge to get them on the upcoming track to get out of the way of the other cars.

Q. That was your only reason for turning there?

A. It was, yes.

Q. You had the same trouble when you were running to Olympia?

A. No, it is a single track from Whaley St. to the Fair Grounds.

Q. Mr. Woodring told you to make those drop-backs in your cars to the Fair Grounds and Whaley St.?

A. That was a dead-end line. The busses were taking care of it is the reason we made that change, taking in no revenue.

Q. Who could give information as to the difference in the income?

Mr. McLain: Mr. Chairman, all that information is embodied in the reports we have turned in. If you will examine it you will see the difference.

Q. Your cars ran to Bowers Beach?

A. At one time they did, yes sir.

[fol. 1174] Q. While you were running there the busses began running to Bowers Beach?

A. I believe they did.

Q. You stopped running?

A. Yes sir.

Q. They stopped running?

A. I could not say.

Q. You do know they don't run there now?

A. I could not say, I don't think they are.

Q. You think that is correct?

A. My understanding is they run part of the way, that is second-hand information.

Q. If they have stopped that cuts that section entirely out of any transportation facilities?

A. I do not know about that.

Q. That would be the result?

A. It would be if they both stopped.

Q. Colonial Heights used to run to Waverly?

A. At one time.

Q. The two cars would bring in about $25.00 each on morning trips?

A. As I just stated, I could not tell you about that, I did not handle the receipts myself.

Q. At night you got about $37.00 apiece?

A. I could not say.

Q. Then you changed the operation of your cars from Whaley St. and run to the Fair Grounds?

A. Ran from Colonial Heights to Waverly and changed the run from——

[fol. 1175] —. Colonial Heights to Fair Grounds?

A. Some such change made.

Q. The income dropped from $35.00 to $7.00 a car.

A. I could not say about that.

Q. Your income did drop as a result of that?

A. I could not say.

Q. You left Waverly on account of the bus running there?

A. The bus was taking that end of town.

Q. You ceased to take part, retreated?

A. Yes, we did not operate any longer after the busses got out.

Q. Turned it over to them?

A. It was the agreement I guess, I do not know.

Q. Who can give me the information about the change in the income I have spoken about?

A. The Auditing Department I guess. I don't guess anybody has got it accurately. The only logical way, you would have to have a check made from the end of the Waverly Line to the State House, and from the State House to Colonial Heights; never any such check made.

Q. I believe you did not know whether the busses ran ahead or behind or beside your cars?

A. I could not say about that.

Q. Who was the conductor of those cars I have referred to just before the change was made, do you recall?

A. I really do not know Mr. Daniel. We kept daily records; some days extra men on.

[fol. 1176] Q. Who directed you to take up the track on Gervais St.?

A. City council and the Railroad Commission, both.

Q. Do you recall that last run made down that street, it carried as many as 18 passengers?

A. I do not know about that.

Q. They have no car service now as I understand, the duck mill or the penitentiary or the gas plant?

A. No sir.

Q. You used to serve that territory?

A. At one time.

Q. When you went out of that territory, you didn't provide anything to take its place, you took that up before you had come to the conclusion you would provide a system of transportation to succeed you?

A. I do not know anything about that, we were given permission to take it up, dead end of the line and not making anything on it.

Q. What did you do with the rails you took up down there?

A. Sold some of them, some used for bracing poles.

Q. For the Light Department, bracing poles for the Light Dept.?

A. Railway and Lights, any poles of the company.

Q. Took up the street car tracks and used them to brace poles for the electric lights as well as the car tracks?

A. Different poles of the company.

Q. What was the condition of the car, Mr. Spence, that you used to run out towards College Place? What condition was it in, wheels broken and flat, leaking so you had to hold umbrellas when it rained; windows out, no heat, what do you say about that?

[fol. 1177] A. We did have some, like all street cars have.

Q. Were your cars up to the average when you stopped operating?

A. I do not know, I could not answe- that; I haven't been around to any other towns. We had some in bad shape.

Q. In the winter they had not heat?

A. Some of the cars the fuses were left out because the men burn them up when there was no need of heat.

Q. Window panes out and they leaked?

A. Yes.

Q. Yet you expected the public to fall over itself to get to ride on that kind of a car?

A. At times we would have glass out of the car, and occasionally one would leak, but not all of them.

Q. You just let them leak on?

A. We repaired them the best we could with the stuff we had to repair them with.

Q. You were not able to buy a window pance?

A. About that I do not know. I don't think we found many window panes out. A motorman broke one at the end of the College Place line, was not able to have one in before he got to town.

Q. You stated you had to quit giving transfers to the bus on account of some mix-up?

A. As I stated, we were requested to give transfers on routes no busses were running on.

Q. Routes they discontinued running on after you discontinued?

A. A good many were off before, Erwin Park, the penitentiary. There wasn't any bus running, on that side, never was any.

[fol. 1178] Q. Did you have some from Waverly too?

A. I don't recall the different requests.

Q. Bowers Beach?

A. Probably did, I do not know.

Q. That caused a mix-up because the bus had operated there?

A. I do not know about that.

Q. Did you have some for Olympia?

A. I do not know, had one for the penitentiary.

Q. You were not anxious to get anybody there so you didn't grant it?

Mrs. S. Y. RIDDLE, being duly sworn, testified as follows:

The Attorney General:

Q. Mrs. Riddle, where do you live?

A. Eau Claire now.

Q. How long have you lived there?

A. Fifteen years. Lived in College Place, North Columbia Land Co. for three years. Since that time have been in front of the college, known as College View, Eau Claire.

Q. You bought some property out there?

A. Yes.

Q. State whether or not when you bought that property whether or not you heard anything about the car service being given out there?

A. Fifteen years ago we bought a lot from the Agent, Mr. M. W. Mason, whom Mr. Kohn and Mr. Belser referred to and lived at the North Columbia Land Co. for several years.

Q. On their property?

[fol. 1179] A. Yes, they guaranteed the car service to be unending.

Q. Perpetual?

A. Yes. Since that time I sold my home there and moved to College View, under contract with Mr. Hyatt, who owned the property of College View which contains Columbia Female College and I was sales agent for Mr. Hyatt for several years, sold from $100,000 to $200,000 of property there.

Q. You did?

A. Yes.

Q. What was said in those sales as to the car service?

A. The car service, not only 30′ minutes or an hour but 15 minute schedule; we looked forward to 15 minute schedule. I sold homes to my friends and relatives, got them located there wholly dependent on the street car service.

Q. Have you that service now?

A. No sir, have to catch a kitney or any kind of transportation, walk half way.

Q. Does the bus run out there?

A. Occasionally.

Q. Haven't any regular service since the cars were taken off?

A. No regular schedule.

Q. You say you sold quite a bit of that property, and told the people you sold it to they would have street car service?

A. That they could depend on the street cars.

Q. How far is that from town?

A. About four and one half or five miles I think is the distance.

[fol. 1180] Q. The stopping of the street cars will seriously affect the situation?

A. Serious- injure us. In fact I have every dollar I have made invested there, one nine-room house has now been vacant several months on account of the uncertain transportation.

Q. Did you ride on those street cars every day, and can tell of their condition?

A. Yes.

Q. What kind of condition were they in?

A. As bad condition as they run in I think. We did have one pretty good car running out there and they took it off.

Q. And the others would not keep you dry in case of rain?

A. No sir, they would not.

Q. Flat wheels and bumping?

A. Yes, sir.

Mr. CHESTER HAWKINS, being duly sworn, testified as follows:

Mr. Thomas: Mr. Chairman, as I stated at the outset, we don't think the Carolina Transit Co. is involved in this hearing.

The Attorney General: You are the manager of this Carolina Transit Co?

A. I am.

Q. Where did you live before you came to Columbia?

A. Richmond.

Q. How long have you lived around Columbia?

A. Since June 1925.

Q. Came here direct from Richmond?

A. Yes sir.

[fol. 1181] Q. What was your business in Richmond?

A. Operating a motor bus transportation system.

Q. Who is in charge of it now?

A. Stone and Webster own the proposition.

Q. They started to come here at one time.

A. I have no knowledge of that.

Q. Was the street cars, are the street cars running there?

A. I presume so, they were when I was there.

Q. Are the busses running?

A. Yes.

Q. Under the same management?

A. Yes.

Q. You got out of that to come here?

A. I got out of that before I came here.

Q. You went to Spartanburg first?

A. No sir.

Q. Came here?

A. Yes sir.

Q. Since you have been here you have connected up with Spartanburg?

A. Yes sir.

Q. You had a perfect understanding when you went into this here with the Street Car Co.?

A. No sir.

Q. You didn't have any; that matter had not been discussed as to your coming here and going into business in cooperation with them?

A. It was discussed after I came here, after I became connected.

Q. Before you operated?

[fol. 1182] A. After I began to operate another property?

Q. What other property?

A. The Palmetto Transportation Co.

Q. What was it doing?

A. Interstate bus lines and Yellow cabs.

Q. Then you took up with the Street Car Co. the matter of bus service?

A. I discussed it, yes.

Q. They agreed for you to start up that service?

A. There was nothing about that; they had no occasion to agree; they informed me that they were losing money.

Q. And they wanted somebody to help them cut loose?

A. They would be glad for some means of transportation to be provided in order that they might escape the tremendous losses to which they were subjected in the operation of the street cars.

Q. Did your company write a letter to the Mayor and City council on Sept. 22, 1925, in regard to this situation?

A. We wrote several letters, I do not recall the exact dates.

Q. Do you recall a letter of this kind in which this language is used?

"The Bus Co. would desire however, that the Street Railway work in cooperation in closing out the operations on the street car lines so that the bus schedules could be gradually and perfectly put in operation."

Was that your scheme of operation?

A. I would not call it a scheme.

Q. Your plan?

[fol. 1183] A. It would have been a satisfactory plan, yes.

Q. Your purpose was to operate in conjunction with the Street Car Co?

A. Absolutely not.

Q. What do you mean by your language your company uses there so when the schedules could be gradually and perfectly put in operation.

A. We discussed that matter with City Council with the end in view of suspending the street car operations and substituting therefor motor bus system.

Q. And you were going to take it, when the street cars got out you were going to take up those schedules?

A. That was the idea we submitted to council.

Q. That was agreeable with the Street Car Co?

A. I presume so. They expressed themselves to city council.

Q. Then you came here with the understanding between you and the Street Car Co. that you were to substitute your system for their system?

A. No sir.

Q. After you got here you entered into that kind of an understanding?

A. After I got here I discussed the matter with them.

Q. And began operations with the full understanding that would take place?

A. We had no full understanding. We had the hope there would be some such arrangement whereby we would be permitted to inaugurate a motor bus system.

Q. From the discussions that took place you were satisfied that would happen?

[fol. 1184] A. Yes.

Q. When you came and began operations the street cars got out?

A. Yes sir.

Q. How long before the street cars stopped did you know they were going to stop?

A. I knew it about six hours afterwards.

Q. Did you write a letter on February 27th addressed to Mr. Nat Turner, Director Motor Vehicle Division, State Highway Dept., Columbia, in which you asked permission to take off quite a number of bus lines, schedules or routes?

A. I made such a request, I don't recall the exact date.

Q. And the street cars stopped running the next day?

A. I do not recall that. I do not recall the street cars stopped running the day after I addressed by communication to Mr. Turner. It may be true.

Q. You must have had some information to cause you to ask to be allowed at that time to change your schedules?

A. I had no definite information about the discontinuance

of the street cars except that advance information that comes to a student of transportation. I knew they couldn't last always.

(The Attorney General reads letter.)

A. That is right.

Q. You had a car running to Olympia?

A. I was not substituting my service in Olympia for the street car. The street cars had been out of Olympia for months and months before I operated a bus in there.

[fol. 1185] Q. When you started running there, I understood Mr. Spence to say the street cars were there?

A. No sir, they had abandoned there some time before that.

Q. They dropped back to Fair Grounds?

A. May be so.

Q. Then you discontinued your Olympia service? When they dropped back to Fair Grounds?

A. No sir that is not correct.

Q. Where did you run, you changed your service?

A. I ran to Olympia via Whaley St. They went to the Fair Grounds. They were still operating to the Fair Grounds when I inaugurated service to Olympia.

Q. When did you quit going to Olympia?

A. December, operated three or four months, discontinued the service and went back?

Q. On account of the plans of the street car company?

A. The Street Car Co. had nothing to do with the change of service in Olympia; we had nothing to do with the Street car plans. The service in Olympia was inaugurated and abandoned solely on the basis of patronage. We received a petition asking for the bus service, we inaugurated that bus service; that however, was after the street cars discontinued; They had been off the loop into the Olympia Mill village some time, Because of the lack of patronage we asked the Highway Dept. to discontinue that route.

Q. You stated to them that: "You will observe the above routes will provide service for the needs of the territory to be servied?" You wrote that?

A. Yes sir.

[fol. 1186] Q. How long is it your intention to stay in business?

A. I hope I will stay in business.

Q. Have you been consulting with High Point to operate up there?

A. I have.

Q. The street car system is very anxious to get out of business in High Point?

A. They have not expressed it that way.

Q. You heard it expressed on the stand today?

A. Yes.

Q. They are anxious to get out and are looking for a party to go in there?

A. They did not say that.

Q. What did they say?

A. Said they were willing to suspend the street car service provided bus service was inaugurated.

Q. Didn't say the bus service was anxious to go in?

A. I didn't understand Mr. Peterman to say that.

Q. Means the same thing? It means if the bus company comes they will get out?

A. Possibly so.

Q. Do you think you would have gotten in here if they had not invited you?

A. I didn't wait for their invitation.

Q. You said it made it favorable to you because you understood they were fixing to get out?

A. That is true.

[fol. 1187] Q. You say the fact that they wanted somebody to take charge of the situation encouraged you to begin business?

A. The thing that encouraged me was that there was sufficient patronage here if one company had it all to make money.

Q. Although — was certain about the cars getting out, you were willing to try to make money with two systems, the bus system and the car system?

A. No, that is not a correct statement.

Q. How would it be correct?

A. There is a gradual tendency all over the United States to substitute motor bus transportation for losing street car propositions. Columbia presented an unusual field.

Q. What part of the United States do you speak of?

A. Practically every community of less than 100,000 population.

Q. In how many have you operated your busses?

A. I am only experienced in two, happen to be in communities of over 100,000, but I happen to know that in the majority of instances, I do not know of a single Railway property operated in less than 100,000 that is making money.

Q. Do you think you are making money?

A. No sir.

Q. You will continue to operate though losing money?

A. No sir.

Q. When will you go out of business?

A. That is a matter of my own business affairs.

Q. You said you didn't intend to go out; say you are operating at a loss; we want to know the natural consequences, if you are not making money——

[fol. 1188] A. People ride the *k*itneys.

Q. Would that help you?

A. Not a bit.

Q. What is to keep you in business if you are not making money?

A. Not anything, if we are not making money.

Q. Are you not making your plans to get out of business in Columbia?

A. Absolutely not.

Q. You don't know anything about any such arrangement?

A. Abso-utely not. My company is not contemplating any such plan.

Q. Never discussed it.

A. Absolutely not.

Q. Do you contemplate taking charge at High Point?

A. I may take charge at High Point; may form a company to operate.

Q. Don't you know as a matter of fact you are not going to continue in Columbia?

A. No, as long as four of these lines are profitably operated we are going to continue?

Q. Which ones?

A. The line from Cayce to Taylor St.; College Place to Union Sta., Colonial Heights to Waverly; Ridgewood.

Q. They are making money?

A. I can't say they are making money.

Q. What others have you besides those?

A. Shandon and Shandon Annex, Melrose Heights, Wales Garden and Rose Hill.

Q. You have a petition filed with the Highway Commission to take off some named as unprofitable?

[fol. 1189] A. Have not.

Q. Elmwood?

A. We had a petition to take off Elmwood and took it off.

Q. You propose to operate only those five districts named here to the Commission?

A. Only operate at present where they are showing sufficient revenue to warrant operations.

Q. How about Rose Hill?

A. Profitable until City Council licensed 40 or 50 additional jitneys and cut the revenue half in two.

Q. Are you going to take that off?

A. Haven't made any plans in that section.

Q. From that letter the Carolina Transit Co. is not making money and the probability is you will not be in business long?

A. I am not prepared to answer that.

Q. Would you say it is probable you will be in business long?

A. I won't answer that question.

Q. Are you making money in Spartanburg?

A. No, they are not.

Q. You are still drawing $500 a month to operate that?

A. I am.

Q. They are paying that regardless of the fact they are not operating at a profit?

A. Yes.

Q. Are they going out of business?

A. I don't think so.

[fol. 1190] Q. You and Mr. Peterman are both officers in that company in Spartanburg?

A. I am not.

Q. You are not the manager?

A. I am manager, not an officer.

Q. The manager has a good deal to do with it?

A. He has all to do with the actual operations. I manage it under contract with them.

Q. What about your line to Bowers Beach, you discontinued that?

A. Yes.

Q. Discontinued since the street car discontinued?

A. We inaugurated service after the street cars discontinued.

Q. How long did you run it?

A. Six or eight months.

Q. That section has no service?

A. That is right so far as I know.

Q. Are you licensed to run out through Eau Claire?

A. Yes, by the Highway Dept.

Q. What about the Town of Eau Claire, is there any contract with them to serve them?

A. There is not.

Q. City Council?

A. Have not. There has been a contract discussed, an agreement discussed, never perfected.

Q. How often do you run in that section?

A. Every 30 minutes to College Place, Colonial Heights and Ridgewood.

[fol. 1191] Q. You leave College Place every thirty minutes?

A. Yes sir.

Q. Are you able to make the schedules pretty regular?

A. I think so.

Q. Have you bought any new equipment lately?

A. The last bus we bought was in November, I believe.

Q. Bought it in good condition?

A. I would not say that it was.

Q. Are you contemplating making any purchases?

A. Not making any purchases, reconditioning the equipment.

Q. That situation is not such that you feel like investing in any new equipment?

A. We have more equipment now than we have use for.

Q. Are you transferring any to other places? Worn out here in service?

A. No sir, not worn out, withdrawn from service.

Q. Have you, as manager of the Spartanburg Bus Co., any connection whatsoever with the Carolina Transit Co.?

A. None whatever.

The Chairman: There is no connection whatever between your company and the Street Railway Co., in the matter of stock or management?

A. Absolutely none.

Mr. A. G. Baltzegar, being duly sworn, testified as follows:

The Attorney General: Mr. Baltzegar, where do you live?

A. College Place.

Q. How long have you lived out there?

A. I moved there in 1920?

[fol. 1192] Q. You own property out there?

A. I bought property there, yes sir.

Q. What was your understanding when you bought the property as to the street car service?

A. I would not have had it if it had not been for the street car service.

Q. They told you you would have the street car service permanently?

A. My understanding was they said we would never be bothered about going to town, the street cars are here all the time.

Q. Now how do you get to town?

A. Sometimes I walk, sometimes come on a bus, generally come on a bus.

Q. What was the condition of the cars they invited you people to ride on from that section?

A. Some had flat wheels. You could not carry on a conversation with a man on a seat on the side next to you; another thing was they would leak. I have seen Mrs. Riddle and others have to stand in the car with umbrellas over them. I have seen windows out there for a month. I asked one of the street car men to ask Mr. Spence to let me have the thing.

Q. That was the kind of car they thought the public should be anxious to ride in?

A. No heat in it.

Q. Were you anxious to ride the cars?

A. I had to ride, did not have any way to come.

[fol. 1193] Q. They cut out your only way of transportation to the city?

A. Yes.

Q. You bought your property thinking you were going to have perpetual street car service?

A. Yes, I would not have had it without the street cars.

Q. That is the usual understanding out there, the street cars were to run in perpetuity?

A. Yes.

Mr. McLain: The Street Car Company did not promise you the cars would run forever out there?

A. No, I did not talk to the street car people about it. I got mine through the Columbia Land Co., Mr. Keisler told me, the general understanding they would run under contract.

Mr. J. W. Spence recalled:

The Chairman: Some of the Commission want to ask you about the schedules, talking about the busses and the street cars going practically on the same schedules, we want to know if the jitneys played any part in that?

A. Yes, all of them.

Q. Run on your schedules?

A. Yes, run just in front of the street cars, picking up passengers before the street car got to them, every one we were operating except the College Place line, I don't think they went as far as College Place. I am not sure whether they went to Hyatt Park, Shandon, Waverly, all these other places they did. I am not sure about College Place or Ridgewood.

[fol. 1194] Commissioner Nance: How long have the jitneys been operating in Columbia?

A. Since 1922 I believe.

Q. Has the service the jitneys have rendered to the people of Columbia, their schedules they operate on, do they alternate or operate on your schedules?

A. When we were operating the cars, it seemed to me they ran right along in front of the street cars. Since we abandoned some of the lines seems like they just run wild.

Q. Do you feel that their operation affected the gross receipts of your company, the operation of the jitneys in the City of Columbia, has it decreased the gross receipts of your company very largely?

A. Yes sir.

Q. They are controlled by whom?

A. City Council I suppose. I don't think anybody controls them.

Commissioner Sap: Do you think it possible for any transportation company to make money with the jitneys running?

A. I do not think any company could break even.

Q. Then the City Council is responsible for that condition?

A. They are the ones that licensed them.

Q. They could not run if they had not been licensed?

A. No sir.

Q. Do you think a 5¢ fare on your street cars, wouldn't it cut that bunch out?

[fol. 1195] A. I don't think it would, no sir. We tried all kinds of schemes, none of them did any good.

Mr. Duncan: You tried all kinds of schemes except a flat five-cent fare, you didn't try that?

A. We had that under the zoning system.

Q. That was haul you two hundred yards and take up another nickel, I am talking about a flat five-cent fare?

A. That was some time prior to 1922.

Q. You didn't try a five-cent fare did you; like you operated on years back?

A. No, not on the original plan.

Q. If you operated at a five-cent straight fare, could these jitneys and other competitors afford to compete with you?

A. I could not answer that.

Q. Wouldn't you be willing to try it in your desire to serve the public?

A. I don't think we could afford to do it.

Q. In other words, you have made up your minds to go and let the people take the consequences?

A. I haven't made up my mind at all, I am working under instructions. I don't see how they can operate with as many jitneys and busses.

Q. If you hauled four times as many passengers at 5 cents wouldn't you double your income at the present rate?

A. Probably increase it some.

Q. Wouldn't it actually double?

A. I do not know about doubling, might increase it a little.

[fol. 1196] Q. Isn't that a simple matter of calculation, if at 10 cents you make a given income, and if at 5 cents you haul four times as many, wouldn't it double?

A. According to your calculations, I am not saying you would haul them though.

Commissioner Nance: Are you familiar with the Street Ry. system in Charleston, do you know whether the jitneys operate there?

A. They do not, they have no competition at all.

The Chairman: Back here on December 11, 1925 I see an order issued by the Commission ordering you to put in a straight 5¢ fare, irrespective of zones or communities?

A. That is right, I forgot about that. My recollection is it didn't improve matters at all.

Q. Couldn't you get your office to give us a copy of the receipts for some of those Sundays before and after it was put in?

Mr. McLain: You did have them. I know that we filed with you detailed operations by zones.

Mr. Chester Hawkins recalled.

Commissioner Nance:

Q. Have you any check on your receipts, any records to show us that would give us information as to whether your receipts have picked up since the street cars ceased operations?

A. Yes, I have figures on those particular lines, possibly $70 to $100 a day on the three lines.

Q. That is where the street cars were operating?

A. But our revenue decreased on this side of town.

[fol. 1197] Q. For what reason?

A. Additional number of jitneys licensed to put in operation on this side; they don't parallel us on the north side.

Q. When did the City Council license these 40 additional jitneys?

A. I understand within the past two weeks.

Q. Since the St. Ry. ceased operations?

A. Since the announcement of the proposed dam project and abandonment of the street cars. I inaugurated service into Shandon and Rose Hill and in an agreement entered into between City Council, this Commission ourselves and the St. Ry., they were to suspend operations of their service on that side of town and we inaugurated the bus service conditioned on the city taking steps to regulate the jitneys.

Q. Did the City Council regulate the jitneys?

A. They have not.

Mr. Duncan: Mr. Hawkins, probably you were not here the other day. I understand your testimony to be in conflict with what Mr. Peterman told us on a previous occasion; that your bus lines, the Spartanburg Bus Line I am speaking of especially; that they were all united in a holding company, all the power companies, the street cars, bus lines and the Broad River Power Co., operating under one original holding company?

A. I have no knowledge of what you are driving at.

Q. I am trying to find out facts?

A. What is it you want to know.

Q. I want to know if you misunderstand Mr. Peterman, if you are prepared to deny his statement, that the Spartanburg Bus Line—I understand there are other bus lines you [fol. 1198] are interested in one at High Point—I may have gone far afield there. Certainly the Spartanburg Bus Line is a part of the general holdings of the holding company, along with the Broad River Power Co., all owned by the same company?

A. I think Mr. Peterman said the Spartanburg Bus Co. was owned by the same holding company that owns the Broad River Power Co., the South Carolina Gas & Elec. Co.

Q. That is as far as it goes?

A. It doesn't include my operation.

Q. As to your payment by the Bus Co. of $500, is that service limited to the Spartanburg operation or are you cooperating in other fields?

A. I have only two operations, one at Spartanburg, that I operate under contract and for which they pay me a salary, and the Columbia operation, of which I am Treasurer and General Manager.

Q. This Columbia Bus line is not connected with them?

A. Absolutely not.

Q. You get the same $500 as though operating in Spartanburg alone?

A. I have my man there in charge of that operation.

Q. Have you in contemplation the service at High Point?

A. I have.

Q. If the general public is made the "goat" of all these operations——

A. What do you mean made the "goat"?

Q. If your service is cut off, after your proposition to give your reliable service, and that is cut off as fast as it suits your convenience, the public in that way is being made the "goat."

A. I think the public has made me the "goat."

[fol. 1199] Q. Do you think the Broad River Power Co. has not had a hand in making you the "goat" also?

A. The Broad River Power Co. has done nothing more or less than to express to me their desire to discontinue their operations in the City of Columbia.

Q. And you helped them?

A. I tried to help myself.

Q. Haven't you had the friendly cooperation of City Council in matters of that sort?

A. I could not say I have.

Q. Didn't the Highway Dept. give you the right to trail these cars, to turn around a little ahead of them and come back so as to pick up their passengers? Certainly you have had the assistance of the Highway Dept.?

A. We made application to the Highway Dept. a*b*d it was granted and the busses placed in operation.

Q. Was your purpose to serve the public or serve the St. Car Co.?

A. My purpose was to get patronage in order to make money.

Q. If you wanted to serve the public, wouldn't it have been more like genuine service to have split your time, alternate instead of coming at the same moment as the street car. We had that in most instances, but not in Colonial Heights?

A. In building up a system it is impossible to do that without placing extra busses in service. We inaugurated service into Colonial Heights and split the College Place and Ridgewood service in two.

[fol. 1200] Q. Your purpose there was to serve the public, at Colonial Heights your purpose was to serve the street car and not the public?

A. My purpose was to get business. I thought the busses would get them in preference to the street cars, which we did in a large measure.

Q. You had to trail them?

A. No sir.

Q. You went ahead?

A. I don't recall exactly.

Q. Are you not giving a cheaper rate than the street car gave for the very purpose of relieving the street cars?

A. We give a lower rate in that we sell 15 tokens for $1.00, school children 5¢.

Q. On the street cars it costs 10 cents straight?

A. I don t know their rates. At one time we had the same identical rate. When we discontinued the exchange of transfers and tokens we changed our rates. Whether they did, I don't know.

Q. It was a part of your scheme to make the street cars unpopular and get the patronage from the street cars?

A. I wouldn't call it a scheme. Our plan was to get patronage.

The Attorney General: Are you working under contract here?

A. With whom?

Q. Are you a part of the company?

A. I am Treasurer and General Manager of the Company.

Q. And own stock in it?

A. Yes.

[fol. 1201] Q. You are also connected with the Palmetto Co. operation?

A. I am Treasurer and General Manager of that too.

Mr. McLain: You needn't answer this if you don't want to. Would you mind stating who are the stockholders of the Carolina Transit Co.?

A. Mr. L. W. C. Blalock, Pres., Goldville, S. C.; Mr. J. Waties Thomas, Vice-President; I am Treasurer and General Manager; Mr. Maurice C. Lumpkin is Secretary. The same compose the Board of Directors with the addition of Mr. Alva M. Lumpkin as a member of the Board.

Q. Who are the principal stockholders outside of those you name?

A. There are none. They are the only stockholders.

The Chairman: Are there any other interested parties in attendance who would like to have anything to say? Mr. Cleveland, is there anything you would like to say?

A. No sir.

The Attorney General: I have a motion I wish to make: We take the position, gentlemen of the Commission, that this Commission is without authority or jurisdiction to grant this petition to discontinue service. I know of no law in South Carolina conferring upon this Commission the power to discontinue service. In turning over to the Commission the authority over public utility companies, the Commission was given the power and authority to regulate, supervise and control public utilities, but this decision which I am bring- to the attention of this Commission holds that we did not give your commission the right to put anything out of business or stop any operation; that your jurisdiction [fol. 1202] extended to a going concern, telling how it could conduct its affairs, but that this franchise that was given to the street car company could not be taken away by any order of this commission. The franchise granting the right to operate a street railway also embraces the right to manufacture and sell gas and electric power and where the electric light and power business was profitable the City could require the operation of the street railway at a loss; the contract constituting a single transaction, and the railway and the power and light business not being severable.

That was decided by our Supreme Court in 1924 in construing this Act under which this Commission is asked to consent to the discontinuance of this service, and with the permission of the Commission I will read the information which is there so that the Commission will have the full benefit of the arguments of the Court and statement of the situation.

City of Spartanburg et al. vs. South Carolina Gas & Electric Co., 130 S. C., Page 125. (Reads decision.)

[fol.1203] Reporter's certificate omitted in printing.

[fol. 1204] EXHIBIT IDEN. 2

TRANSCRIPT OF REHEARING BEFORE THE RAILROAD COMMISSION OF SOUTH CAROLINA

In re COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

Petition of Attorney General J. M. Daniels in the matter of After-discovered Evidence

Present:

Of the Commission: Chairman S. C. Blease; Commissioners J. H. Nance, J. C. Coney, Earle R. Ellerbe, R. H. McAdams, T. H. Tatum, Thos. J. Cunningham

For the State: Hon. J. M. Daniel, Attorney General; Mr. Cardie Paige, Asst. Atty. General.

Representing Columbia Ry., Gas & Elec. Co.: Mr. W. C. McLain, Counsel; Mr. Wm. Elliott, Counsel; Mr. R. L. Peterman, Vice-President; Mr. F. D. Campbell, General Manager; Mr. J. M. Costello, Auditor.

June 1, 1927.

[fol. 1205] COLLOQUY BETWEEN CHAIRMAN AND COUNSEL

The Chairman: We have a matter up this morning in regard to a re-hearing of the Street Railway service. Mr. McLain, would you like to make some preliminary statement?

Mr. McLain: Mr. Chairman, it is only since you have called the meeting to order that we have been shown the petition on which this re-hearing was granted, a petition based on after-discovered evidence, the nature of which is set out, but which we did not know of until 5 minutes ago. Naturally we shall expect the Commission to give us a chance to reply to such testimony and other evidence as the Attorney General may see fit to introduce this morning.

With reference to the contract with the Columbia Land & Investment Co., we are prepared to answer that this morning; the rest of it we are not. We are only prepared to answer that because we happened to see in the newspapers it was one bit of the evidence.

We would like to ask the Commission for such time as may be necessary to get up testimony in reply, to reply to such testimony as the Attorney General may introduce.

The notice of the granting of the re-hearing which was sent us simply stated on after-discovered evidence. It was only this morning we found out the nature of the evidence which I presume he expects to introduce.

Com. Tatum: I think you will be entitled to reply Mr. McLain.

The Chairman: Mr. Daniel, is there anything you wish to say?

A. No sir, I have app-ared to bring the matter to the attention of the Commission. I did not know I would be expected to notify Mr. McLain or I would have sent him a [fol. 1206] copy. I thought he would be sent a certified copy from the office. When I found he did not have a copy I gave him a copy this morning.

The Chairman: Mr. McLain, do you have any evidence you wish to put in this morning?

A. No sir, the only evidence we have is in reply to whatever evidence the Attorney General introduces. I presume the former record in the hearing automatically becomes a p-rt of the re-hearing.

Com. Tatum: That could be.

The Atty. General: It is agreeable to me.

Com. Tatum: Then just let that be assumed as in evidence.

The Atty. Gen.: The Commission, I presume, is familiar with the petition and the after-discovered evidence in the

form of a contract to operate street cars in Shandon. Then we will consider that copy of the contract attached as in evidence.

Mr. McLain: I haven't read the contract. I have the original with me and should prefer to read the copy over before it is introduced.

(Permission granted.)

Atty. Gen.: I have also testimony that the Street Car Company, through its directors, made application to the Secretary of State that in lieu of the charter existing for a certain number of years, he gave them a charter to operate in perpetuity. At the last hearing of this case, in the testimony of Mr. Belser, that his Company had a contract with the Street Car Company to operate cars into College Place, counsel for the street car company questioned him rather particularly as to whether or not his contract did state they were to run in perpetuity. Now when we come in and bring [fol. 1207] the action of the street car company itself; that it was not only the understanding of persons living in College Place and owning property there that they were to be given street car service in perpetuity, but the Company itself fell into the habit and went to the Secretary of State and says we want to swap in our charter, which allows us to operate for a certain number of years, and get the privilege of operating in perpetuity. That was granted to the company. Therefore, the people had every reason to believe and to act on the assumption that those cars were going to operate in perpetuity.

Then we come across the records of Richland county, this contract which was made with the Street Car Co. under a former name, and which was later taken over and assumed by the present Railway and Gas & Elec. Co., in which they agree to operate car service into Shandon for a period of 99 years, beginning in 1902, it specifying in the contract they were to run from 7:30 in the morning, I think it was, until 9:00 o'clock at night, at certain frequent intervals. We want that understood that is in evidence.

Com. Tatum: The contract?

A. The contract and statement of perpetuity of the charter.

Com. Tatum: Have you got the reference to that statute Mr. Attorney General, you might state that in the record.

A. The change was made on Sept. 5, 1912, as set forth in the petition, on file in the Sec. of State's office and recorded in the Acts of 1912 in the report of the Sec. of State. That was really important from the standpoint that when Mr. Belser was on the stand, on cross examination by Mr. McLain, he asked:

[fol. 1208] "Q. Did that contract, which you say was in perpetuity, did it specifically state it was in perpetuity?

A. My recollection is it specifically so stated. We were very particular about that fea-ure of it."

Now we come along with their own evidence making it in perpetuity and present that to the Commission.

May it please the Commission, I have here certain copies of the Commercial and Financial Chronicle of New York, and in these volumes are certain statements credited to Mr. Barstow, who is the head of the Broad River Power Co. holdings, and I would like to read these quotations:

Mr. McLain: Do I understand you are offering that in evidence?

A. This is a statement of his in regard to the Street Ry. Co. Yes.

Mr. McLain: I object to the introduction of statements in some Chronicle of which I have no knowledge, on the ground that it is incompetent testimony.

Atty. Gen.: As I understand, this is not a formal hearing like a Court, but the Commission has appeared in hearing ready and willing to receive testimony in regard to the matter under investigation from whatever source it may come. The reliability and weight of it is for this Commission to determine. We want to bring into this hearing a statement advertising the bonds of the Broad River Power Co. In that is a statement credited to Mr. Barstow. What is in that statement, informal though it may be, may throw some light into the subject on investigation here and may lead this Commission to information that will be most valuable, [fol. 1209] and I have in my efforts to furnish information in response to that feeling endeavored to bring everything I could to the attention of this Commission. I have found these references to this property we are investigating,

seeking to find out what it is worth, how it is held, what its value is. If the other side feels it is incorrect, they have the record, we haven't it. We have asked them to produce the records. Here is a quotation purporting to set forth the records. They say they have heard of it, haven't been able to find them. We have gotten the information. They have the consent of this Commission to reply to anything I bring to the attention of the Commission. We feel like, in the face of the facts, this is not held down to formal strickt rules of court. We have the right to bring to this Commission anything that will throw light on the subject under inquiry.

The Chairman: We will withhold the decision of the Commission. If you want to introduce that, introduce the whole thing.

A. Yes, I will leave the books with you. Of course, I shall be glad to get them back.

Com. Tatum: You are introducing that as an advertisement?

A. Yes, of these properties.

In Volume 119, of Nov. 15, 1924—Pages XXIII and 2284.

In Volume 120, date Jan. 3, 1925—Pages XXXVII and 85. They are endeavoring to sell $1,500,000 in bonds. That was in 1925 and they are offering as security the Street car system in the City of Columbia, which has been in successful operation over a long period of years. In 1927 [fol. 1210] they say they are broke. Here is a company, gentlemen of the Commission, which is represented to be on its last legs, and yet they announce the bonds being worth $1,500,000 and have pledged against that the outstanding stock $100.00 a share, stock in this very company, the Columbia Ry., and the testimony at the former hearing was not a single person had accepted their offer to take $100 a share for the stock. The people of the North are shrewd business people who understand these properties and who are not willing to give away property of value, and take $100 offered them when they think it is worth more.

Volume 121—of July 11, 1925—Pages XXVIII and 196. Volume 122—Feb. 6, 1926—Pages XXXIII and 746; April 24, 1926, Page 2326.

Vol. 123, Sept. 25, 1926, Pages XX and 1631.

I suppose it is common knowledge that City Council, in regard to the street car situation, appointed what is considered a non-partisan committee to investigate the situation and report what was the best thing for Columbia in the way of transportation. That committee came back with a report, signed by all but one member and says the street cars first.

The Chairman: Has City Council acted on that?

A. I think they received it as information.

At the last hearing when Mr. Peterman was on the stand, Commissioner Tatum asked him:

"Q. I believe you stated at the time of the separation that the property maintained by the Street Ry. Company, that its valuation was scheduled and appraised by a——

[fol. 1211] A. Yes, by Sanderson and Porter.

Q. They made their report to the Street Ry. Co.?

A. Yes.

Q. Does that report show all the property that was retained and its valuation?

A. I believe so, I haven't got it with me.

Q. Has your company a copy of that report?

A. Yes we have that.

Q. Would you mind filing it with the Commission?

A. Yes, we will be glad to."

I would like to know if that has been filed?

Mr. Peterman: It has not, No.

Atty. Gen.: I would like to offer in evidence so much of the ordinances of the City of Columbia as relate to street railway.

Section 549—page 144, City of Columbia 1907.

Com. Tatum: Is that still the ordinance?

A. Yes this is the latest edition.

Mr. McLain: There is a 1920 edition.

Atty. Gen.: Has that been changed?

A. I do not know.

Atty. Gen.: We offer that section in evidence until they can show us we are wrong.

Dr. W. B. BURNEY, being duly sworn, testified as follows:

Examination.

By Asst. Atty. Gen. Paige:

Q. Dr. back in 1910 you owned quite a lot of property out in the southeast of Columbia?

A. Yes.

[fol. 1212] Q. Was the street car running through your property at that time?

A. No, not in 1910, at least not the early part of 1910.

Q. Did you build a track out there?

A. Yes.

Q. Go ahead now and tell just what agreement was and how you built that road and why?

Mr. McLain: Is the agreement in writing, if so I think you should introduce the agreement.

A. I think so.

Mr. McLain: We are objecting to any question as to what the agreement is and suggest they offer the agreement.

Mr. Paige: I offer this agreement with the Shandon Annex Co. and Wm. B. Burney, dated the 30th day of June 1910.

Mr. McLain: This is a contract between the Shandon Annex Co. a domestic corporation, and Wm. B. Burney. I do not see how a contract between those people could bind the Columbia Ry., Gas & Elec. Co., and therefore I object to it.

Mr. Paige: My friend said he wanted this contract put in; said he objected to oral testimony as to the contents of the contract. This contract which I am speaking of now and which I have just offered between Dr. Burney and the Shandon Annex Co., is a contract to build the street car track and line, put down the road. This is not signed by the street car company, but I expect to show by Dr. Burney that the Street Car Company knew of this contract. This contract then recites there was a contract between the Shandon Annex Co. and the Street Car Co., and

I am trying to get that contract. They served notice on our friends at the former hearing to produce all those con-
[fol. 1213] tracts. They have not.

Com. Tatum: Do you propose to show by oral testimony that the Street Railway Co. acted upon that contract?

A. That in pursuance of this contract the road was built and the company accepted the road built under this contract and operated it.

Q. With knowledge of that contract?

A. With knowledge of the contract. I don't want to mislead the Commission. This contract does not provide that street cars shall be run but it is evidence which I think the Commission should have and which will be explained and elaborated on by Dr. Burney.

Mr. McLain: The As-t. Atty. General made the statement which to my recollection is not correct to the effect that we were served with a notice to produce all contract-. The only notice I recall related to the contract with the North Columbia Land Co. and that section of the town. No notice to produce any contract with the Shandon Annex Co. or the Columbia Land & Investment Co. so far as I recall. I think the notice to produce will show.

Asst. Atty. Gen.: If we haven't we will serve you with a notice to produce later.

Mr. McLain: I don't want the Commision to get the impression we failed to produce something.

Q. You failed to produce the other contract?

A. Yes, because we couldn't find it.

Q. Do you have a contract with the Shandon Annex Co.?

A. No sir, not here, I think I have it in the office. We have here contract with the Columbia Land & Investment Co.

[fol. 1214] Q. Would you mind producing that contract with the Shandon Annex Co.?

A. Not at all.

Q. I shall be glad if you will do that, file with the Commission. Now, Dr. Burney, will you go ahead and explain what you did and how that Shandon Annex Co. line was built?

A. It is a very short story. Through the Shandon Annex Co. I paid $6,000, gave a check for the construction of the

line through my property; that is, from Wheat Street up to the Annex line. Further, I was to and did grade King Street to the block between Divine Street to Wheat St. It is embodied in that paper.

Q. In going from King St. to Second Ave. about Blossom St. and just beyond Blossom St., was there a considerable fill?

A. Yes, quite a fill, cost $600.00. That grading from Divine St. two blocks to Wheat St. was in addition to the $6,000, which I paid in cash.

Q. Now, Doctor, do you know whether you had a written contract with the Street Railway Co.?

A. I do not know.

Q. Have you been able to find that?

A. I have not searched with any care. This morning I hurriedly ran through a bunch of papers. My impression is we have such a contract. That was 17 years ago.

Q. Up to this time you have not been able to find it?

A. No, but I haven't made a special search.

Q. After you built that line, did the street car company take the line and operate street cars on it?

A. They certainly did.

[fol. 1215] Q. When you were constructing the line, was that with the knowledge and approval of the Street Car Company?

A. I think the Street Car Co. did the construction; we had nothing to do with it.

Q. You paid it money and they constructed the line?

A. Sure, they would not begin the work without payment of the money in advance. I remember that distinctly.

Q. Would you, as a business man, have put up that money if you had known the street car Co. was going to run only a few years?

A. Certainly not.

Q. I will ask you Dr., to please look again and see if you can find a contract, and if so, we want to file it with the Commission?

A. Yes, I will look.

Q. You paid $6,000 for running through your property?

A. Yes.

Q. And the Shandon Annex Co. ran a line after leaving your property about as far as it was through your property?

A. Something like that.

Q. This contract show each to have put up $6,000?

A. Yes, well I won't say that. I don't recall what the Annex Co. paid.

Q. This contract here shows you each put up $6,000. Was the Shandon Annex line from Divine St. to where it stops on Walker and Third Ave., I believe?

A. Yes.

[fol. 1216] Q. It cost over $12,000 to construct it. You did grading in addition to the $6,000?

A. Grading plus the $6,000.

Q. That line operated, Dr., about how long? Do you recall when it began operations, 1910 or 1911?

A. My recollection is they began work immediately. Mr. Elliott, I think, was their attorney, had a great deal to do with the matter. My recollection is they went to work at once and the cars, as I recall, began operating immediately and have done so continuously until this——

Q. Until discontinued a short time ago.

A. Yes.

Q. You say you would not, if you had known they were going to discontinue, as a business man, you would not have put up the money to build the line?

A. No, they leave us high and dry. We need that car line just as urgently as we did at the time of the construction.

Q. Doctor, would you or not, be in a position to state what you think your damage would be by reason of the street car stopping, if it were to permanently discontinue?

A. I think it would be $6,000 plus.

Q. It would certainly be $6,000, you put up, and you need the street cars just as bad as when it was built?

A. We certainly do.

Q. So that at this time you would be willing, if it was not there, in order to have it, to put up $6,000 again, and probably it would cost more to build now than when it was constructed?

A. Sure.

[fol. 1217] Q. Now Doctor, did or nor Chicora College buy considerable property and begin preparing to move the college out there on the car line?

A. Yes.

Q. Was it or not a part of the consideration in moving the college to that place they were to have street car service?

A. They certainly expected to have street car service. I had repeated talks with Dr. Dyrd on that particular matter. Moreover he hoped to have the car line extended three or four blocks farther south to connect with Wales Garden. That was part of his plan.

Q. Do you know about the plans of the buildings. Was it not a fact that the principal administration building, the plan as prepared for the construction of the college property, was to have the street car line come right down to the building itself?

A. I do not know, it may have been so.

Q. I do not know that to be a fact, some one told me.

A. I think it is quite likely. Dr. Byrd is a man of vision.

Q. What position are you holding now Dr.?

A. I have been a chemist at the University for 40 odd years.

Cross-examination.

By Mr. McLain:

Q. Dr., I believe you go from place to place now in a large Packard sedan?

A. I have a smooth running Essex.

Q. You also have a Packard?

A. No sir, I have never possessed a Packard. I have quite a big Peerless. It has been resting 12 or 14 years.

[fol. 1218] Q. How long has it been since you were a patron of our street cars?

A. A long time. Let me add, I am a busy man and it is some distance to the street cars.

Q. You had one of the first automobiles in Columbia?

A. No.

Asst. Atty. Gen.: When you put that $6,000 up, you didn't pay that just to ride yourself?

A. Other people to ride.

Mr. McLain: You put it up in order to enhance the value of your lots?

A. No, I bought them for fun.

The Chairman: Dr., you are under oath, you stated a few minutes ago that there was just as much demand there now for the street car service as when it was put up, do you believe that?

A. I certainly do.

Q. You don't ride as much now?

A. I never have to any great extent.

Q. Do you believe as many people ride now as they did ten years ago?

A. I don't think so, but there are many more people out there.

Mr. McLain: And nearly all of them have automobiles?

A. I imagine not, I don't know.

Asst. Atty. Gen.: As a matter of fact, Doctor, when that line was built out there, there were only a few houses out there?

A. Very few.

[fol. 1219] Q. Would you estimate over half a dozen?

A. Not on my property.

Q. Now I guess there are 100?

A. It has built up some.

Q. The same proportion would be true, generally speaking of Shandon Annex property?

A. I should think so.

Q. The property then owned by the Shandon Annex Co. has developed in about the same proportion as yours?

A. I think so.

Com. Nance: Dr. Burney, did I understand you to make the statement that the street car service since 1910 has not benefited or enhanced the value of your property?

A. I imagine it did.

Q. To what extent, I believe you say if the street cars stop you have been damaged to the extent of $6,000 plus, how much have you benefited during those 17 years of prosperity by the street cars?

A. No one could answer that. When that money was put up I expected them to continue.

Q. There were very few automobiles then?

A. Of course, the number has enormously increased.

Asst. Atty. Gen.: It is a fact Doctor, that there were a great many more people riding the cars some time later than when it was first put out there?

A. There were very few there to ride at first.

Q. Did you notice the amount of traffic on the car line last year?

A. I have not been out there more than half a dozen times [fol. 1220] — in are forcing me now to clean up things.

Q. It has moved into the city?

A. Yes.

Atty. Gen.: Mr. Chairman, Mr. McLain admits that the Columbia Land & Investment Co. was a company which owned considerable property in that section of the city?

Mr. McLain: Yes, we admit they owned considerable land out there. As I said at the outset, the only testimony we are prepared to offer is in reply to the introduction of the lease with the Columbia Land & Investment Co. The Commission probably has not read this. This refers back to several agreements between the Street Ry. Co. and the Columbia Land and Investment Co. Perhaps I better read this. (Reads.)

This is all wrong, Mr. Attorney General, if the Commission permits I should like to introduce my copy of this thing. You can take it or a certified copy, whichever you want. Certainly the one I have is more gram-atically correct.

Atty. Gen.: You haven't the original?

A. Yes.

The Chairman: How about introducing the original, we will return it to you.

A. We offer in evidence the original of this old 99-year lease, with the privilege of substituting a copy, which will be certified to.

(Accepted in evidence as Exhibit 3.)

[fol. 1221] Mr. McLain: The paragraph I wish to call attention to is this:

"It is further, however, covenanted and agreed, that the party of the second part hereto may, at any time, during the continuance of this lease, exercise the option of purchasing the said line at the price of seven thousand four

hundred and nine 57/100 ($7,409.57) dollars, with interest thereon from the last rental day, it being the purpose that such interest is to be chargeable in case the option of purchasing the said line is exercised by the party of the second part between the *daus* of the semi-annual payments, and only to cover such time as may not be covered by the rentals paid such price to be paid in cash to the party of the first part or its Assigns."

Signed by The Columbia Land & Investment Co., by Robert W. Shand, President. Columbia Elec. St. Ry., Light & Power Co., by W. A. Clark, President.

So you see that the 99-year lease provided this, that the Street Ry. should have the option of purchasing the property and they did purchase it and we shall introduce the deed showing the purchase of it, which recites the payment of that consideration of $7,409.57 and which conveys to the Street Ry. Co. (reads deed)—dated the 30th day of June 1909. We wish to introduce that.

(Accepted and marked Exhibit 4.)

We would like the permission of the Commission to substitute a copy of that deed for the original.

Mr. Chairman and gentlemen, as I have said, we are not prepared to reply at this time to the other testimony which has been introduced. I do not know how much time it will take. I have two rather important cases. I would like to know if it will be satisfactory to the Commission to allow us to put in testimony in reply, say one week from today.

[fol. 1222] Atty. Gen.: I have a citation in regard to the charter from the Acts of 1913 at the bottom of page 401 and page 402. In 1911 the charter was amended by increasing the capital stock Acts of 1912, page 1139.

(Hearing adjourned until 10 a. m. June 10th.

Reporter's certificate omitted in printing.

[fol. 1223] EXHIBIT IDEN. 3

TRANSCRIPT OF HEARING HELD JUNE 29, 1927, BEFORE THE RAILROAD COMMISSION OF SOUTH CAROLINA

IN RE PETITION OF THE COLUMBIA RAILWAY, GAS AND ELECTRIC CO. TO DISCONTINUE STREET CAR IN THE CITY OF COLUMBIA, S. C.

Reply of the Street Railway Company to After-discovered Evidence Presented at Previous Hearing by the Attorney General

Present for the Commission: Chairman S. C. Blease; Vice-Chairman J. H. Nance; Commissioners J. C. Coney, Earle R. Ellerbe, R. H. McAdams, T. H. Tatum, T. J. Cunningham.

Present for the Railway Company: Mr. W. C. McLain, Counsel; Mr. Floyd Campbell, General Manager.

For the State: Mr. Cardie Page, Assistant Attorney General.

[fol. 1224] COLLOQUY BETWEEN CHAIRMAN AND COUNSEL

The Chairman: Mr. Paige, did you have anything to put up before you closed your side?

Mr. Paige: I think we finished at the former hearing.

Mr. McClain: Mr. Chairman and gentlemen, we have brought the valuation of the Columbia Railway, Gas and Electric Company, as prepared by Sanderson and Porter, which Mr. Tatum asked for at the other hearing. This has no details, and the details were not given to the Company, but Sanderson and Porter no doubt has them, if the Commission wants them. These figures are in round numbers, and which we would like to introduce.

(Accepted in evidence as Exhibit #1.)

We also wish to introduce list of the preferred stockholders of the Columbia Railway, Gas and Electric Co. as of June 28th, and which shows as of that date only 29 shares of preferred stock outstanding in the hands of the public.

We give list of names and postoffice addresses on that statement.

(Accepted in evidence as Exhibit #2.)

At the last hearing, the Attorney General introduced in evidence Section 553 of the revised ordinances of the City of Columbia for the year 1907, and as we understand it, the purpose of the introduction of that ordinance was to show that the ordinance created a contract between the Company and the City, requiring the operation of street cars every hour from 7 A. M. until 9 P. M.

We wish to introduce the entire ordinance of the City relating to Street Railways, and it is, Sections 549 to 581, inclusive of the Revised Ordinances of 1907, and I wish to call the Commission's attention particularly to two sec- [fol. 1225] tions of that ordinance at this time and to read them.

There are two ordinances, one granting a franchise to the Columbia Street Railway Co., and that ordinance was amended in 1892 as follows:

(Reads ordinance.)

The latter part of the ordinance grants the franchise to the Suburban Transit Co., and incorporates into that franchise all the sections of the former franchise, so that the two franchises are tied together by reference in one to all the sections of the other.

Section 555, to which I wish to address your attention, reads as follows: (Reads.)

Section 560 reads as follows: (Reads.)

I might say in this connection, the point we wish to make is that if those ordinances do constitute a contract, which we don't think they do, but if they do, then the penalty for the breach of that contract is provided in that section 555.

In other words, if it is a contract, under the terms of the contract, then the penalty for ceasing to operate cars for a period of three months, which has expired now, the cars ceased operation on the 11th of March, the penalty is provided in that; That the City may run the same for a period of twelve months. If they don't run it and it is idle for twelve months, then the City can take the tracks up and

cover the streets with the proceeds and turn the balance, if any, over to the Company.

[fol. 1226] Com. Tatum: Is that a part of the same ordinance that was introduced in evidence?

A. This is one section of it. I am introducing all the ordinance, and take the position that if the ordinance constitutes a contract, this section 555, is the penalty for the breach of it as provided in the contract. That penalty, if it is a contract, is the only penalty that can be exacted of the Company.

I would say also that that section in the franchise granting the right to the Columbia Street Railway Co. and the Columbia Street Railway, Light & Power Co., which were afterwards consolidated, that section is, by reference, incorporated into the franch-es of the Suburban Transit Co. The provisions of Sec. 555 apply to both the franchises which are alleged to be a contract.

Com. Tatum: When was that ordinance passed?

A. These ordinances were passed at various time-. The 1st Section, 549 appears to have been passed, a part of it, in 1886, part of it in 1892; the next section 1886; several sections that same year, down to section 561, 1892, when the Columbia Street Railway Co. merged with the Columbia Ry., Light & Power Co. One section, for the privilege of laying track was granted in 1896; another section for permission to lay track on one street in 1894; another 1895; another in 1907 to the Suburban Transit Co.

[fol. 1227] Com. Tatum: What is the Suburban Transit Co.?

A. A company organized by one of these development concerns, and was given permission here to construct a single track through and along Bull Street from its intersection with Laurel Street to the northern terminus of said Bull St., runs out to the asylum.

Q. That line was subsequently taken over by this company?

A. Yes. In regard to the Shandon Annex matter, which Dr. Burney testified about, we are unable to find any contract. The records of the company show that a contract with *that a contract with* that company was contemplated, and under the provisions the Shandon Annex Co. was to do certain things, among others obtain a franchise from the

town of Shandon satisfactory to the company and make a deed of the property to the Company, a right of way sufficient to double track. Those things were never done. The Company does not claim to own the property of the Street Car Company through Shandon Annex; they have no deed to it. The contract Dr. Burney testified to was never carried out. The Company ran cars out there under some sort of verbal arrangement I suppose.

I think that is all the testimony we care to introduce. We are prepared this morning to argue the matter if the Commission sees fit.

Mr. Paige: I am going to ask permission to submit a file of authorities. I haven't the authorities ready this morning.

I would like to ask a question or two about the records [fol. 1228] Mr. McLean spoke of. Just what is the record about the contract with the Shandon Annex Co.?

Mr. McLean: I should have said also that at the time the Barstow people negotiated for the purchase of this company, the question was raised of course as to the title of the various tracks. This Shandon Annex situation had been a matter of negotiation back and forth, certain tentative agreements had never been carried out. One of the proposals of the company was to deed them a 30' right of way; it was never done. The ordinance they obtained from the town of Shandon was not satisfactory to the company and they never accepted it, whereby the Shandon Annex Co. was to deed this property to the Street Railway Company, and it to operate it, and it was never carried out.

I have a letter from Mr. Bruce Ravenel, who was President or Secretary of the Shandon Annex Co., dated December 29th, 1924, addressed to Mr. R. Beverly Herbert. He says:

"Replying to your letter of the 23rd of December, beg to advise that the Shandon Annex Company, according to the information I have, was dissolved and the charter surrendered some months ago, and remaining assets being taken over by Mr. Roger Heyward, who was the attorney for the various creditors. I am sorry that I can give you no further information than to suggest that you take this matter up with Mr. Heyward."

I ascertained this morning from Mr. Roger Heyward that the Company has not been dissolved and its charter surrendered, and that the creditors of the company got together with the officers of the company prior to this letter [fol. 1229] and agreed to turn over all their assets, and make an assignment for the benefit of the creditors, and Mr. Roger Heyward was made the Trustee. All the property of the Shandon Annex Co. was deeded to Mr. Carwille, who told me on the telephone this morning that Mr. Wingate Waring got a judgment against the Shandon Annex Co. by reason of mortgage foreclosure, tried to come in as a preferred creditor. That forced the other creditors to put the Shandon Annex Co. into bankruptcy.

Mr. Heyward told me, I can get it for the Commission, he is Trustee under the assignment the Company made for the benefit of the creditors; also Trustee in Bankruptcy, that they have disposed of all their property; that he would be glad to give me a letter or the Commission a letter, that they have no claim in the nature of a contract with the Street Railway.

Mr. Paige: No correspondence or anything with Dr. Burney?

A. No.

Q. Didn't the Company receive Dr. Burney's check?

A. No I don't think we ever received it, it was paid to the Shandon Annex Co. The Company received the check for building the line.

The Chairman: Dr. Burney didn't represent the Shandon Annex Co?

A. No, he represented himself. The Shandon Annex Co., the late Julius H. Walker was President at that time.

Com. Tatum: The Railway Co. built the line did the actual grading? What was Dr. Burney's testimony, that he dealt with the Ry. Co.?

[fol. 1230] A. The Shandon Annex Co.

Mr. Paige: He had the contract. He said the Ry. Co. got the money, said they would not start with the work until he paid the money to the Trustee, I presume named by the Ry. Co., after that they built the line with the money.

Mr. McLain: Dr. Burney owned the land from King St., where the Ry. Co. leaves Divine St.; went out King St.

through Dr. Burney's property, then went down Second Ave. through Dr. Burney's property for a considerable distance until it struck the Shandon Annex Company's property; then was extended on to Walker St.; then I believe down Walker St. to 4th Ave. through Dr. Burney's property.

Mr. Paige: Here is the testimony of Dr. Burney, if I may be permitted to read it.

Com. Ellerbe: The whole story is Dr. Burney and the Shandon Annex Co. owned the property.

Decisions quoted by Mr. McLain: Norfolk & Western vs. The Commonwealth, 129 S. E., page 324; Circuit Court of Appeals, Section 266, 16th Federal, 2nd series, page 297; Bullock vs. Florida, 65th Law Edition, page 380, 254 U. S.; R. R. Commission vs. Eastern Texas Ry., 68th Law Edition, page 569.

[fol. 1231] Reporter's certificate omitted in printing.

[fol. 1232] EXHIBIT No. 5

HEARING HELD MARCH 18, 1927, BEFORE THE RAILROAD COMMISSION OF SOUTH CAROLINA

In re Rule to Show Cause by COLUMBIA RAILWAY, GAS & ELECTRIC COMPANY, of Columbia, S. C., as to Why the Operation of Street Cars in the City of Columbia Was Discontinued Without Authority of the Railroad Commission

Present:

Of the Commission: Chairman S. C. Blease; Commissioners Jas. N. Pearman, John H. Nance, Jno. C. Coney, D. F. Sapp.

Representing the Commission: Hon. Jno. M. Daniel, Attorney General; Mr. Cardie Page, Asst. Attorney General.

Columbia Railway Gas & Electric Co., represented by Mr. W. C. McLain, Counsel; Mr. R. L. Peterman, Vice-President; Mr. F. D. Campbell, General Manager; Mr. J. M. Costello, Auditor; Mr. J. W. Spence, Supt.

[fol. 1233] The Chairman: A general notice having been sent out on March 16th, the street cars having been off several days, the Commission having several complaints asking for a hearing in regard to the discontinuance of the service, the Commission did not feel it would be just right to have a hearing until the Company had made a return to the Rule to Show Cause as to why the street cars had been stopped, and this hearing is merely for the Street Car Company to show cause why they stopped. We are glad to have any interested parties listen in, but testimony will only be taken from the Street Railway Company, as I see it.

Mr. McLain: I wish to state that as to this Rule to Show Cause, we only received this yesterday morning from the Commission, and only had time in which to prepare certain figures; have not had time to make a formal written return to this Rule. If that be necessary we should like to have permission to make such a Return at such time as the Commission may designate. We have brought figures showing losses from operations of the street cars in 1925, 1926 and the first two months of this year. We have here, Mr. Peterman, Vice-President of the Company, Mr. Campbell, General Manager, and Mr. Costello, Auditor, who will be glad to answer such questions as you gentlemen see fit to ask and present the figures showing the losses.

We wish, of course, to apologize to the Commission if we have in any way offended them or affronted them or done anything improper in this matter. We stopped the street cars primarily because the money had absolutely run out; [fol. 1234] no more in the Bank and no more available. If they had continued the operation any longer it would have meant no money for the motormen or conductors or any other of the employees.

Also we had it in mind that there was no great public demand for the street cars. If we had filed a petition and had a Hearing it would have been an expensive matter, and with the situation as it is it could have resulted in but one way. By quietly stopping the street cars avoided trouble and expense to the Commission and to the Company.

Of course we are ready and willing to do so now, file a petition requesting this Commission to allow us to discontinue the street cars if that is desirable.

With reference to the portion of the Rule relating to a penalty, while we have not had a chance to investigate, we do not know of any order issued by this Commission directing the Company to run any particular cars, and do not know of any penalty that is provided by law or that we have incurred. Of course, if the Commission sees fit to inflict a penalty, they will have to condemn some of the street cars, I do not know how else we could pay.

As I stated, the cause of the discontinuance of the street cars is absolutely on account of lack of funds, and we have Mr. Costello here with figures and I should like you gentlemen to swear him if necessary and allow us to present these figures as taken from the books of the Company.

Mr. J. M. Costello, being duly sworn, testified as follows:

[fol. 1235] Mr. McLean: Mr. Costello, what is your position with the Columbia, Railway Gas & Electric Co.?

A. Auditor.

Q. Do you have there figures showing losses on the street cars for the years 1925, 1926 and for the first two months of this year?

A. Yes sir.

Q. Will you look at those figures and give the total losses month by month, starting with the year 1925, the operating losses of the Street Railway:

1925, for	January	$11,117.43
	February	9,273.84
	March	7,565.73
	April	7,603.99
	May	9,113.96
	June	10,061.13
	July	8,838.40
	August	6,181.97
	September	5,791.21
	October	6,658.67
	November	1,831.58
	December	3,773.67

The last two months in the year, the reason for the difference with corresponding months is due to a reduction in property assessments for taxes. I believe it was around

November — had to provide for taxes and as a result the taxes were reduced in those two months and that reduced the losses. That would be reflected in those two months.

We have for the year 1925 $87,812.13.

[fol. 1236] Mr. McLean: At that point, how are those figures made up, do they include any charge for depreciation?

A. No, no depreciation, just the bare operations.

Q. Operating and maintenance costs?

A. Yes sir.

Q. Any interest provided for?

A. None whatever.

For the year 1926, have a deficit for

The month of January of	$5,085.57
February	4,190.33
March	3,277.84
April	3,776.27
May	3,127.58
June	3,417.57
July	5,553.39
August	4,378.58
September	3,671.50
October	718.60

That was due to Fair week.

November	6,574.92
December	3,858.18
Total for the year	$47,630.35 deficit.

For the two months in 1927, for January the loss

was	$5,610.79
February	5,342.29
or a total for the two months	$10,953.08

Mr. McLean: What is the total for the two years and the two months?

[fol. 1237] A. The entire loss, beginning January 1925 and ending with February 1927 was $146,395.56.

Q. Do the books of the Company show, going back as far as 1922, that there have been continuing losses from that date on down?

A. From that date on continuing loss.

Q. Do you know approximately how much that is?

A. I could not say off hand.

Q. But there have been continuing losses from 1922 on down?

A. Yes.

Mr. McLean: Mr. Chairman, I should like to state also for the record, as the Commission well knows that from time to time there have been hearing to discontinue various non-profitable lines of these cars, and I think the Commission has on file figures showing the losses from 1922 down to the times of the various hearings. Also, and I think the Commission will bear me out, that this Company had adopted every suggestion that the Railroad Commission has made, even so far as to reduce the fare for a while to 5 cents and schedule the cars. In fact they have tried out every plan the Railroad Commission had and that the officials of the Company could suggest, and as you know, the losses continued, so I think we are entirely out of any further suggestions, and we have heard none recently from the Commission.

Mr. Daniel: Have you also a list of the income of the Company during that time?

A. I have it here in such a manner as to show the gross income?

Q. And a sheet showing how you disposed of that income in order to bring about this deficit?

A. Would you be interested in the months or for the year? [fol. 1238] *A.* Any way you have it for the present, starting with the month of January 1925.

Mr. McLean: Suppose you read out for the year 1925 the items.

Mr. Costello: For the year 1925 the gross revenue totaled $158,123.93. The expenses consisted of:

Maintenance of Way and structed for that period	$25,128.10
Maintenance of equipment	32,049.99

Power expense	50,295.71
Cost of conducting transportation	92,894.17
Traffic Exp., which consists of maintenance of parts	88.27
General and Miscellaneous Expense	24,428.33
Taxes	21,051.49
Total operating expenses and taxes	$245,936.06

which resulted in a deficit for that period of $87,812.13.

Q. Were the busses running at that time?

A. I don't think the busses started until the early part of 1926.

Mr. Peterman: I think they started in the fall of 1925.

Mr. McLean: Give us some figures for 1926.

A. For 1926, the total gross revenue was $100,027.57.

Expenses:

Maintenance of Way and Structures	$110,067.26
Equipment	14,414.12
Power	31,277.45
Conducting transportation	55,509.85
Traffic	67.34
General misc. exp.	22,663.87
Taxes	12,658.03
Total operating expense and taxes	$147,657.92

which resulted in a deficit for the year of $47,630.35.

[fol. 1239] Mr. Daniel: You read "conducting transportation?

A. Cost of motormen and conductors primarily.

For the two months ending February, 1927, the total operating revenue was $5,982.15:

Expense of Maintenance of Way and structures	$948.20
Equipment	1,386.92
Power	4,561.40
Conducting transportation	5,410.64
General and misc. expense	2,480.81
Taxes	2,147.26
Total operating expense and taxes	$16,932.22

resulting in a deficit for the two months of $10,953.08.

Q. Your income decreased rapidly after you cut the extent of the line?

A. That is evident. Reduced our income and the expenses kept up in proportion.

Q. How much did you pay the bus company for transporting passengers? You transferred people riding on the cars and did transfer back to you?

A. There is no expense in connection with transferring, free by both parties?

Q. You don't receive transfers from the bus company to your car line?

A. I believe we do.

Q. Be sure about that?

A. Mr. Campbell or Mr. Spence could tell, I don't know.

Q. You had your passengers on your cars riding on the bus when he guets off your car, thereby inviting the bus company to put you out of business?

A. I presume that was for public convenience.

[fol. 1240] Q. Why not the other way?

A. I do not know.

Q. When you transfer from your line to the bus company you pay them for transporting, a part of your income?

A. I haven't given any thought to that.

Q. I am asking you to give a little right now. Isn't it a fact your company is paying this bus company to carry your passengers, decreasing your income, and won't accept from them passengers to ride on your cars? It is not a reciprocal proposition.

A. I haven't given any thought to that phase of it.

Q. You are not prepared to answer? You do know it is the policy of your company not to accept transfers from the bus Co?

A. I am not acquainted with that part of the business.

Q. You do know you give transfers to ride on the busses, thereby encouraging the bus company and discouraging your company?

A. Yes.

Q. Have you any losses in any other department of your business?

A. No. In our Elec. and Gas Dept., don't operate at a loss.

Q. How do you manage that?

A. For the reason it is the more profitable end of the business. I didn't bring any statements with me. Presumed it was purely a Railway hearing; didn't bring any electric and gas statements.

Q. Don't you know that when your company show a profit on one line and a loss on the other, that would have some bearing on the proposition of whether you could put one line out of business?

A. I construe them as being separate and independent companies.

Q. That was brought about at your instigation.

A. Mr. McLean is more acquainted than I am with that.

[fol. 1241] Q. That is your information; that they were separated at your request?

A. I could not answer that.

Q. You know for a long time they did operate together?

A. I know that to be a fact.

Q. When were they separated?

A. I believe somewhere around June 1925.

Q. The curtailment of the trackage was at your request, not to run out into Shandon, took up line on Hampton Ave., all at the request of your company?

A. I could not answer that.

Q. The public didn't request it?

A. I believe in some instances the public requested it.

Q. They might not have opposed it, but there is always some opposition?

A. In reading the newspapers I did see opposition.

Q. Do you read the newspapers to find out how to conduct your business?

A. My duties are purely of an auditing nature; anything in the operations that does not affect the books does not come to my attention.

Q. Why was it you started off with your statement in 1925?

A. We presume that two years and a portion of 1927 would give a full knowledge of the situation. As Mr. McLean stated, we had other operations covered in previous hearings.

Q. You have had a good deal of experience in running cars?

A. No sir.

Q. You have been connected with those companies quite a while?

[fol. 1242] A. More on the electric and gas end.

Q. Haven't had any experience in operating street cars?

A. No.

Q. Is it your opinion that as many economies have been used as possible, not based on your experience, but your opinion about the thing?

A. Yes, it is also evident from my records.

Q. How long have you been holding this position.

A. September 1924.

Q. Up to that time you had been connected with the gas and electric end of the business?

A. Electric and gas more.

Q. From your experience would you say a very short line of car trackage would be more remunerative than extensive trackage?

A. For the same reason I gave before, I am not in a position to make an answer to that.

Q. Just forgetting for the moment that you have any connection with the company, as a general proposition, does a man usually make more money on a limited stock or a large stock?

A. It depends where he would operate whether a congested district or not.

Mr. McLean: Mr. Chairman, May I suggest, in view of the fact that Mr. Campbell and Mr. Peterman are both here, Mr Daniel will make more progress if he will ask them those questions. I have no desire to interfere with the examination but Mr Campbell is a bookkeeper.

Mr. Daniel: I am trying to find out just what this witness knows.

A. I am telling you now who does know it, and that is [fol. 1243] why I interrupted you.

Mr. Daniel: Sometimes we find out that members of our own household know more than we think. He is a member of the household, so to speak.

Q. You have told all you know about this proposition?

A. Yes.

Q. Your records do not show anywhere what you paid to the bus company for transporting your passengers?

A. No.

Q. Can you get such a statement?

A. When you make that statement do you mean——

Q. Those passengers accepting transportation in your cars and carried to destination by the bus company. *Q.* Now, who are you working for?

A. The Broad River Power Co. also the Columbia Ry. Gas & Elec. Co.

Q. Who operates the street cars?

A. Columbia Railway Gas & Elec. Co.

Q. Also the Broad River Power Co.

A. Yes.

Q. Both companies?

A. Yes.

Q. You don't separate the workmen only separate the street cars from the Gas Company? As a matter of fact it is just one company for other purposes except running the street cars; they pay the bills and pay the employes as one company?

A. No, we pay the bills entirely independently. Each company pays its own bills, hires its own help.

Q. You are working for two?

[fol. 1244] A. I happen to be.

Q. Pay you by two separate checks, one representing the Broad River Power Co., the other the Columbia Ry. Gas & Elec. Co.

A. It so happens the salary I am paid is by one check.

Q. Who pays you?

A. Broad River Power Co.

Q. To work for the Street Car Co.?

A. As far as the Railway Co. is concerned, I am only nominally the auditor.

Q. But you are actually the auditor?

A. As far as my salary is concerned, the Broad River Power Co. pay the salary entirely.

Q. That is what I understand, just one company except when it comes to keeping the books. Who owns the stock of that company?

A. The Columbia Ry. Gas & Elec. Co?

Q. Yes.

A. All the common stock by the Broad River Power Co.

Q. That is all you know about it?

A. Yes.

Q. In case there is a deficit at the end of any month who takes care of that?

A. The Broad River Power Co., since these deficits, has made advances of money to the Columbia Ry. Gas & Elec. Co. on open account.

Q. Just kept as a family account?

A. Kept entirely separate as two independent companies.

Q. If any one of these children come out with the deficit, the Broad River Power Co. pays it?

A. That was the arrangement that time.

[fol. 1245] Q. It is a part of the business of the Broad River Power Co. running these street cars, and if they cannot show a profit they come to the Electric Company?

A. It is penalizing the electric and gas department to make these advances.

Q. What kind of security do they give for this advance?

A. No security.

Q. Just open account?

A. Yes.

Q. No demand to pay at any time?

A. I don't think there has been any definite demand.

Q. Does that show how much the street car company owes the Broad River Power Co.?

A. On February 28, 1927, the Broad River Power Co. had advanced the Columbia Ry. Gas & Elec. Co. to meet its deficits $112,500.

Q. What security for that?

A. No security, open account at 6% per annum.

Q. When is it due?

A. No due date.

Q. Is that the way they do business?

A. It so happens that the Broad River Power Co. owns stock of the Columbia Ry., Gas & Elec. Co.

Q. Keep no books of account between themselves?

A. Yes.

Q. Demand no security between themselves?

A. The only thing they have is these advances between themselves.

Q. That is just a matter of bookkeeping, charged up as a loan from the Broad River Power Co. to the Street Car Co?

A. That is right.

[fol. 1246] Q. In any statement of the Broad River Power Co. how would that be shown up?

A. Reflected as a loan.

Q. If not collected it would be a loss to the Broad River Power Co?

A. Yes.

Q. Loss also to the other company?

A. Cannot be two losses.

Q. How do you count that, as a loss to the Street Car Co?

A. Reflected as a result of operation of the Street Car Co.

Q. Has the Street Car Co. made any advances to the Broad River Power Co?

A. Never in a position to do so.

Q. It hasn't always lost money?

A. From 1922 on there has been a constant decrease, which ran into a deficit as far as the Street Ry. operations were concerned.

Q. You don't have anything to do with saying whether the cars run or not?

A. No.

Q. Does your record show where the street car company has paid the bus company anything for carrying passengers?

A. Nothing from these records here.

Q. Have you the records anywhere?

A. I don't believe so, I am not certain.

Q. Will you let us know?

A. I will make a note of it.

Q. Taking the operation of the gas business, the electric business and the street car business, would it show a loss or profit?

A. I am not prepared to answer that.

[fol. 1247] Q. Can you furnish us that information?

A. I can do that also.

Q. Would your company be willing to surrender its franchise for the privilege of operating the Gas Company the Electric Company and the Street Car Company?

A. I cannot answer that question.

Q. Because you haven't got the figures as to whether it shows a profit?

A. Even then I would not be able to pass on it.

Q. Will you get the information?

A. I will do that.

Mr. McLean: Mr. Costello, do you know the rate which the Broad River Power Co. charges the Street Railway for power?

A. Yes sir, I have a copy here, .015 per K. W. Hour.

Q. One cent and a half?

A. Yes.

Q. Can you tell us what the salaries of the higher officers are, charged against the Street Railway company, if any?

A. Yes, outside of the operations of the Railway, the only other salary or payroll is a portion of the General Manager's time, which I believe is one-third. We have a Railway Clerk in the General office at a salary of $135.00 per month. It is also charged for legal services, the Ry. Co. pays $100.00 a month; for medical services $75.00 per month, also have four pensioners, a total of $203.34 a month.

Q. A portion of Mr. Campbell's salary as General Manager?

A. His is the only executive officer's time charged against the Street Ry. Co.

[fol. 1248] Mr. Daniel: Did I understand you to say that although the operations of the Street Car Company had been considerably curtailed, you still carried the same working force and operating expense you did when you had a more extended system?

A. No, they were cut in proportion.

Q. I thought I understood you to say the operating expenses were the same?

A. Outside of the ordinary operations required by the Street Ry. the only salaries charged are those mentioned.

Q. Does the Broad River Power Co. or the Street Railway Co. own stock in the bus company?

A. No sir, no stock whatever.

Q. Do you know whether officers of those companies, so far as your own knowledge goes, do they own stock in the Bus Co.?

A. Not a bit, I don't know of any connection as far as the stock of the bus company is concerned.

Q. Does your company have an interest in the Spartanburg Street Car Co?

A. No sir, no connection whatever.

Q. Isn't Mr. Peterman, at Spartanburg, Manager of that plant?

A. I understand Mr. Peterman was Vice-President of the South Carolina and North Carolina properties.

Q. Then there is a connection between the Columbia and Spartanburg properties?

A. Purely from the Vice-President having supervision as far as the holding company is concerned.

Q. Do you know if this arrangement of transporting street car passengers in Spartanburg does or does not prevail?

A. I am not acquainted with the rates in Spartanburg. [fol. 1249] Q. Have you any records that would tell us about that?

A. Yes.

Q. Please make a note of that. You say you are charging a cent and a half for power?

A. Yes.

Q. What rate do you charge other manufacturers?

A. We have various schedules, according to the type and the power necessary.

Q. Well take a mill, say the Pacific Mill?

A. I do not know off hand. I would not be able to give the actual figures. My connection is more in general with the accounting end. We have a separate department which cove-s all the billing, but I believe Mr. Peterman or Mr. Campbell could furnish that information.

Q. It is a very much higher rate than you give them?

A. I could not say off hand. I believe you can get that information later from either one of these gentlemen.

Q. Will you please make a note of it so that if they don't you can give it to us?

A. I will.

Q. Do you think it is a higher rate, don't you charge yourself a little higher rate?

A. I believe the rate we charge the Railway is possibly a little higher.

Q. That would make your expenses more?

A. There is a reason for it.

Q. Let us have it if that happens to be the case?

A. In my opinion the Pacific Mills would take a greater amount of power.

[fol. 1250] Q. Of course the rate is a sliding scale, so their average rate would be less.

Q. By your system of curtailing it would make your company use less power every month, so as to make that difference greater?

A. Frankly, I am purely an accountant, and I am not in a position to make any definite answers.

Q. That would be the result as a practical matter, if you cut off cars you would use less power?

A. That is right.

Q. You wouldn't be using an amount to get the cheaper rate?

A. The rate is 015, cent and a half a kilowatt hour.

Q. You think that is higher than you furnish to other people outside?

A. I am not acquainted with that end of it.

Q. But you are going to furnish us with that information?

A. Yes.

Mr. R. L. Peterman, being duly sworn, testified as follows:

Mr. McLain: You are Vice-President of the Columbia Ry. Gas & Elec. Co.?

A. Yes sir.

Q. Also the Broad River Power Co.?

A. Yes sir.

Q. Since your company took over these properties, state whether or not you have given consideration to the street car situation, whether or not you have done everything thay you know how to run the street cars without losing money?

A. We have.

Q. Have you, from time to time, adopted suggestions [fol. 1251] made by the Railway Commission, looking toward continuing the service?

A. We have.

Q. What have been the result- for the past two years and more of the operations, just generally including all these suggestions, the adoption of them?

A. A continuing loss.

Q. The Attorney General asked Mr. Costello about the rate for power, how does that compare with other power users of power, the rates given them?

A. About the same as these cotton mill rates; considerably lower than any other rates in effect.

Mr. Pearman: The Broad River Power Co. owns the stock of the Street Railway Co.?

A. Yes, all of the common stock.

Q. Who owns the preferred?

A. Part of it is owned by the Broad River Power Co., a part of it is in the hands of the public.

Q. Do you know what per cent?

A. 217 shares of common stock is owned by the Broad River Power Co. That is all there is. The preffered totals 433, 324 owned by the Broad River Power Co., 109 in the hands of the public.

Cross-examination.

By the Attorney General:

Q. You are the General Manager?

A. No, Vice-President.

Q. Has the expense of your company, the operating expense, been cut in proportion to the curtailment in the operation of your cars?

[fol. 1252] A. They have been cut due to the curtailment, yes.

Q. Do you think in proportion to the curtailment of the operation, or just slightly?

A. They have been cut, of course, with the curtailment. There is a proportionate relation between curtailment and reduction expense.

Q. You say your company sell the power to yourself, to the child of the street car company, you say it is selling them power at the same rate you do cotton mills?

A. Not the same physical rate, the terms of the rate are different, the net result the same.

Q. A little bit higher to your street car company?

A. I would not say so; certain cotton mills have old contracts.

Q. You have been sustaining considerable loss from the operation of the street car companies?

A. Yes.

Q. The Broad River Power Company has been putting up money to pay those losses?

A. Yes.

Q. For that reason you had to quit running your cars?

A. Yes.

Q. If the cars are stopped entirely, will the public generally get a cheaper rate on its electric bill?

A. I would say not, off hand.

Q. Would benefit none at all. The Broad River Power Co. has been suffering tremendous losses to run the Railway; that is not sufficient, for all of these cars to be stopped, to give the public a reduction on its rates? Is that correct?

A. As far as I am able to answer it.

[fol. 1253] Q. How do you account for that?

A. I am not prepared to say.

Q. If you cut off the losses, ought not there to be some reductions?

A. I am not prepared to answer.

Q. Why not?

A. It takes an analysis of the operations; I am not prepared to make it.

Q. You do make the statement the public is not to benefit from the stopping of the street cars?

A. I am not making the statement at this time; I am not prepared to say.

Q. Are you prepared to say it will benefit the public?

A. No, I am not prepared to say.

Q. It is purely a matter of your family arrangement, looking at it from the inside, you are not considering the public in this matter?

A. Yes, we have considered the public.

Q. The consideration of the public has ended, hasn't it?

A. I should say not, no.

Q. Where do they come in; you are not running any street cars; not going to give back anything when you stop them?

A. The final answer in the matter would be is the losses continue, it would probably run the entire company into a deficit.

Q. You stopped before that had been reached, you are not speculating you spoke the final word when you stopped; you claim to this Commission you stopped because you had gone as far as you could?

A. That is correct.

[fol. 1254] Q. Your Broad River Power Co., the Electric company and Gas Company, does it all show a loss?

A. Not on the books.

Q. Are you making money?

A. I am not prepared to answer; it would take an analysis of the books to do that.

Q. You didn't analysize them before you took in the street cars?

A. We knew we were skimming close to the margin.

Q. Are you willing to surrender your franchise of those companies because you are not making a proper return of money?

A. I am not prepared to answer.

Q. You would not operate at a loss?

A. I am not prepared to answer that.

Q. What does your last report show, making money?

A. I am not prepared to answer.

Q. Do you have anything to do with the meetings of the directors?

A. I am not a director.

Q. You don't have to attend the meetings?

A. I make reports on the condition of the company.

Q. You don't know whether the reports showed you are making money?

A. I do not.

Q. Do you have any one man that could give it to us?

A. Yes.

Q. I wish you would please get that up?

Q. Does your company own any stock in the bus company?

A. Does not.

Q. If the City of Columbia should allow you to operate —. ——.

over its streets without any assessment for paving between [fol. 1255] the tracks, could *could* you operate your company then *st* a profit?

A. I believe not, there is very little expense in the operation for paving.

Q. You don't pay much attention to the street between the tracks?

A. Not much, try to keep it up to avoid accident.

Q. It plays a part in your expense account, the cost of putting in paving?

A. Not in our expenses, very little expense on paving.

Q. How long has that been cut out?

A. Since my connection with the company.

Q. How long have you been connected with the company?

A. Two and one-half years.

Q. Up to that time it was carried as an item?

A. Where money was actually spent, yes.

Q. How long has it been since you paved any streets in Columbia between the tracks?

A. I do not know of any new paving, except repairs and where tracks are removed and paving put down.

Q. That is for your own benefit; that is your duty to put it back so as not to leave a hole in the street?

A. Yes.

Q. Have you charged that up to expense?

A. That is an item.

Q. Brings about this deficit?

A. That is true.

Q. One of the things that cost your company although it is for your own benefit that you took it up?

A. That is correct.

[fol. 1256] Q. Has the Street Car Company paid any loss on acount of the operations of the bus company?

A. It has not.

Q. Didn't you ask the White Motor Co. to extend credit to the Bus Company?

A. I believe so, personally I did not.

Q. In order to put them in business in competition with you?

A. That is all I know, the company did request that.

Q. Can you give this Commission any reason for your company starving to death, and yet help put another company in competi-on with them?

A. That is the attitude we took from the beginning, when the street cars could not continue, we didn't want to discontinue until some other transportation was provided.

Q. You wanted to unload on the Bus Company, so your company would have an excuse for getting out?

A. We wanted to discontinue.

Q. When did you make up your mind to discontinue?

A. I do not know.

Q. How long ago?

A. I could not tell you.

Q. You made up your mind to discontinue when making financial arrangements for the Bus Company to come into being?

A. We asked somebody to extend credit, is that a financial arrangement?

Q. What would you say that was? You do not answer?

A. I cannot answer it.

Q. Was it not a financial arrangement?

A. It may be construed so.

[fol. 1257] Q. You state the Street Car Company hasn't paid any losses for the Bus Company, has the Broad River Power Co. paid any?

A. Has not.

Q. Has the Gas and Light Co. paid any?

A. Has not.

Q. Has any company with which you are connected, paid any losses?

A. The Spartanburg Bus Co., operated by Mr. Hawkins—he operates the buses here. The Spartanburg Bus Co. pays him $500.00 a month for the operation of that system.

Q. Who pays that?

A. Paid by the Spartanburg Bus Co.

Q. What is the connection with your company?

A. It is a subsidiary of the South Carolina Gas & Elec. Co.

Q. Is that charged to expenses?

A. It has no connection with any company here.

Q. Who is it charged to, what is the Spantanburg Bus Co. a subsidiary of?

A. A subsidiary of the S. C. Gas & Elec. Co.

Q. What connection is that?

A. None except in the final analysis, a holding company.

Q. Then it comes back to the power company that is to be paid by the power company, any expenses of these subsidiaries; you don't charge any expenses of the subsidiaries to help support that power; you say it is owned by these people, a creature of these companies?

A. Stock ownership.

Q. If that is so, why don't these companies I have mentioned have an interest in it?

A. I could not tell you.

[fol. 1258] Q. As a common-sense proposition, some expense of these companies should be charged back to the others financially interested?

A. I am not prepared to answer.

Q. That's a reasonable conclusion, Isn't it?

A. It might be so construed.

Q. You really believe that?

A. I am not prepared to answer.

Q. Have you any way of getting prepared, I might have taken you off-hand; could you get that information, whether or not these companies are paying a part of that expense?

A. I would say I can. The majority of the stock is owned by the General Gas & Elec. Co.

Q. As a matter of fact, the Gas Company and the Street Car Co. and that Company are either directly or indirectly interested in the success of the Bus Company?

A. In so far as the street cars continue to operate at a loss they have got to discontinue.

Q. As a matter of fact the Cola. Ry. Gas & Elec. Co., the Broad River Power Co., are either directly or indirectly interested in the success of the Bus Co. in Columbia?

A. I am not prepared to answer.

Q. You will furnish that information?

A. I will be glad to. What do records show?

Q. Did you have an agreement with the Bus Co. to discontinue Jan. 1st?

A. Have no agreement.

Q. Had the matter been discussed with you?

A. When.

[fol. 1259] Q. January 1st or any time?

A. We had no agreement.

Q. Had you discussed it?

A. Yes.

Q. You had a meeting eith them in which you reached the agreement to discontinue?

A. Not with them.

Q. Who did you reach it with, it was not with the Commission?

A. Had no agreement except among ourselves.

Q. Who is ourselves?

A. Mr. McLean, Mr. Campbell and myself.

Q. You three took charge of this thing and corrected it, when I asked you in the beginning, you say I am not prepared to say anything, and you take that responsibility?

A. We took the responsibility, yes.

Q. You did it after you had conferred with the Bus Company?

A. I would say not. Had no conference with the Bus Company except they were aware the street cars were going to come off.

Q. How were they aware of it? You say you stopped without conferring with anybody else, how did they get aware you were going to stop the cars? You didn't ask the Commission anything, they didn't know you were going to stop?

A. There has been no conference with the Bus Company.

Q. That company is a corporation, what about the individuals composing that company?

A. I have had private conversations.

Q. With whom, Mr. Hawkins?

A. Yes.

[fol. 1260] Q. He was glad the street cars were coming off. Although you operate under a South Carolina charter, you thought it more important to tell Mr. Hawkins about your plans than to come here and ask this Commission?

A. We desired to see the public provided with transportation.

Q. You said that arrangement was back when you financed the company two or three years ago?

A. No.

Q. You said you went around to see the White Motor Co. about financing them?

A. I didn't personally.

Q. Your company did it?

A. That is my impression.

Q. You came here, with two years to go on, to call your mind to the South Carolina R. R. Commission, but you didn't open your mouth to them to let them know about your plans, but you told Hawkins?

A. We have had numerous hearings before the R. R. Commission about the discontinuance of street cars each time they were discontinued it was taken up with the R. R. Commission.

Q. Just a little block; you never got permission to stop the cars entirely?

A. No.

Q. Did it on your own man?

A. Yes.

Q. After conferring with Mr. Hawkins?

A. After endeavoring to see that the public were taken care of.

Q. Are they taken care of?

A. I judge so.

[fol. 1261] Q. What arrangement did you make to say you were working in the interest of the public, trying to see they were provided with transportation? Why is it you don't know anything about how they were going to handle it?

A. Except that they were operating busses, operating in the same districts.

Q. Who gave them permission to operate along beside of you?

A. I do not know.

Q. Did you object to it?

A. I did not personally.

Q. Did you ask the R. R. Commission to deny them that privilege? Did you make any appeal to the R. R. Commission and ask them not to let the busses run parallel to your tracks?

A. Not to my knowledge.

Q. Did you join in with the Bus Company asking that they be given permission to operate along your line?

A. I did not.

Q. Did you ask the Highway Dept. anything about it?

A. I did not.

Q. Raised no objection?

A. Not to my knowledge.

Q. Could you refresh you memory on that from any record?

A. I know of no record.

Q. Did you discuds that with Mr. Hawkins?

A. What?

Q. The question of letting him parallel your lines?

A. I would say not, knew he was going to do it.

[fol. 1262] Before he did it? You didn't object to it?

A. No sir.

Q. After he paralleled your lines, you made arrangements whereby you transferred your passengers to the bus company didn't you? Why didn't you receive passengers from the Bus Company when they wanted to ride on your street cars?

A. I cannot answer that.

Q. You were not thinking about the public then?

A. We certainly were, when we arranged to have free transfers between the two systems.

Q. Are you still freeing them?

A. Mr. Spence will have to answer that.

Q. Have you taken any security from the Street Car Company for that money the other witness tells had been advanced by the Broad River Power Co. to the Street Car Co.?

A. No.

Q. Purely a matter of bookkeeping?

A. It is an advance of actual cash on open account.

Q. You didn't consider that money as going out of the family, all one company? Are you employed by both the Broad River Power Co. and the Street Car Co., and the Gas and Elec. Co.

A. Yes.

Q. Represent them all, and you cannot tell from your exalted position as you look down on these different industries, whether or not they are making a profit?

A. I can't at this minute.

Q. So far as you cay say, if the Street Car Company stopped, it would mean no benefit to the public. Do you

[fol. 1263] think the Bus Co. is taking care of the traffic situation?

A. I should judge so.

Q. How do you get that information?

A. Very few rode the trolley cars.

Q. They didn't go anywhere except to the depot and the Jefferson and back, and charged a fellow 10 cents; they didn't go anywhere to get traffic?

A. I can't answer that question.

Q. You ought to know where your road runs. I am trying to give you an opportunity to explain your position?

A. The Commission has a record of the routes and schedules of the cars.

Q. The routes have been taken off very rapidly?

A. Taken off?

Q. Just operating from the depot to the Jefferson and probably out to College Place?

A. They run to Eau Claire and Arden and Ridgewood.

Q. You cut off Colonial Heights, Shandon and all those small towns?

A. The service was discontinued some months ago in those sections.

Q. You got permission to discontinue them?

A. Yes.

Q. Although you though it necessary to get permission every time you chopped off a little here and there, when you stopped the whole system, you thought you could do that on your own?

A. It was impossible to continue.

Q. You didn't see fit to get the Commission on the 'phone and ask their advice?

A. We did not, no.

[fol. 1264] Q. If you charge this higher rate for electricity than you do other companies, it naturally makes your expenses higher?

A. If that was the case it would.

Q. When you curtail your traffic and cut down the operation of your cars, it cuts down the use of electricity doesn't it?

A. Yes.

Q. Makes it impossible to give yourselves the rates you are giving these other concerns?

A. The rate can be analyzed, I am not prepared to analyze it.

Q. That would be the result, if you base the rate on the extent that you use so much, that would justify you in giving yourself a higher rate?

A. With a smaller use the average rate would be higher.

Mr. McLain: The rate has not been changed?

A. Never to my knowledge.

Q. It is the same rate that has always been charged for power to run the street cars?

A. To my knowledge.

Q. Since you have been connected with the company?

A. It was in effect when I became connected with the company.

Q. The Attorney General asked you if the paving, which was of benefit to the Company, was charged, if you buy new equipment of any sort that is of benefit to the company and you have to charge it?

A. It should be.

Q. You have to make a charge of the purchase of a street car?

A. It does not goes to expenses, it is charged.

Q. In the past two years there has been no new paving parallelling the street cars?

[fol. 1265] A. Not to my knowledge.

Q. That item was eliminated from the cost of operations, except where you have to make minor repairs to a paved street?

A. Yes.

Q. No part of your salary is paid by the Street Car Co.

A. None whatever.

Q. This money you spoke of being paid to Mr. Hawkins at Spartanburg, he works there and manages it?

A. He actually manages the Bus Company.

Q. That company pays the salary?

A. $500 a month.

Q. Does the Bus Co. pay this General Gas & Elec. Co. any money, or are any part of the General Gas & Elec. expenses charged to those two companies or the Broad River Power Co.

A. Not to my knowledge.

Q. It makes a profit, if any, by virtue of its stock ownership of those companies?

A. That is right.

Q. Is the Spartanburg Bus Co. owned by the General Gas or the S. C. Gas & Electric Co.?

A. South Carolina.

The Attorney General: You say no part of your salary is paid by the Street car Co.?

A. That is correct.

Q. You work for them?

A. That is correct.

Q. How does that happen?

A. It comes under my general supervision, and it seemed [fol. 1266] unreasonable that any expense of that nature should be charged to a company operating with a deficit. Charging my salary would increase the loss?

Q. Increase the loss, charging that deficit and you were hoping to run the street cars?

A. I don't understand that question.

Q. You say your salary is not paid by the Street Car Co.?

A. Correct.

Q. If you did do that, you, working for the Broad River Power Co., would increase the deficit of the Street Car Co.?

A. If any part of my salary was charged, yes.

Q. Why don't you argue the same situation when you come to charging up any loss from other parts of the Street Car System. You charge that up, charge that to expense of the Street Car Co., when you come to your salary you don't put that in as a legitimate charge?

A. Certainly.

Q. Why don't you put that in?

A. The Company operated at a loss, has been for years. We have tried to decrease the expenses.

Q. You said you had given consent for the busses to parallel you, I made a mistake, the agreement was they would trail you?

A. I don't know of any such agreement.

Q. Was that discussed in your meeting?

A. No.

Q. You said you didn't pay any part of this expense of the Bus Co. If that Bus Co., which is owned by the other

companies, are making a profit, it puts money in their pocket?

A. It is possible to do so.

[fol. 1267] Mr. McClean: Do you know about the free transfers?

A. I do not know.

Mr. J. W. Spence, being duly sworn, testified as follows:

Mr. McClean:

Q. You are Superintendent of the Street Ry. Co.?

A. Yes.

Q. Can you answer the Attorney General's question as to the arrangement about the transfers between the Bus Co. and the Street Car Co.?

A. Yes, I think I can. When the busses first started off to operating; had some of the lines agreed to be taken off, the busses picked up those schedules and therefore they exchanged transfers.

Q. From the street cars to the busses?

A. And from busses to the street cars.

Q. Is that method still in operation?

A. No sir, just before the street cars stopped running, the busses didn't cover some of the territory they wanted to go to, therefore could not give them transfers to those points, got in a mixup on that.

Q. Did you collect from the Bus Co. for the transfers its passengers left with you and the Bus Co. collected from the Street Car Co.?

A. Yes, the difference between the two.

Q. If the Bus Co. had $100 of your transfers and you had $12 of theirs, it paid you $2.00?

A. That is it, yes sir.

Q. If the situation was reversed, you paid it?

A. Yes.

[fol. 1268] The Attorney General: You said when the Bus Co. started off they took your schedules, you knew they were going to take your schedules at the time they started?

A. No sir, didn't know about that.

Q. I understood you to tell your Counsel that?

A. No sir, when we got permission to discontinue some of the lines, the Bus Co. took up those lines, and of course we transferred then to the busses and the busses to the street cars?

Q. You actually went and dug up your track and took it away?

A. Hasn't been any dug up that I know of.

Q. You said you discontinued them?

A. We did.

Q. To that extent you cut off your lines?

A. Stopped operating the cars.

Q. You stopped. Why could they go and operate at a profit and get just a part of your fare when you could not operate at a profit and get it all?

A. I could not answer that question.

Q. It was more of an encouragement to the Bus Co. than anything else?

A. I do not know about that.

Q. They were very much pleased with the arrangement?

A. I do not know.

Q. You say you gave transfers from your cars to the busses?

A. Yes sir.

Q. Did they give transfers back from the busses to the cars?

A. They did.

Q. All the time?

A. We were getting calls for transfers over some places [fol. 1269] the busses were not operating, got in a mixup and had to stop.

Q. When did you then have the arrangement for them to give you transfers? when they first started?

A. Some time after they started.

Q. Don't you think you started right off with that arrangement?

A. No sir, did not.

Q. How long after they started?

A. Probably a couple of months.

Q. Did they approach you on the subject, or you go to see them?

A. No sir.

Q. How did you get together?

A. Got orders from the General Manager.

Q. Who was he?

A. Mr. Woodring at that time.

Q. Did he live in Columbia?

A. Yes.

Q. How long ago?

A. Three or four months after the busses started.

Q. You got orders to transfer your passengers to the Bus Co.?

A. Something like that.

Q. You gave transfers to them, and accepted transfers?

A. Yes sir.

Q. Who did the order come from to discontinue that practice of taking transfers from the Bus Co.?

A. Got complaints about wanting transfers to places the busses didn't go, that is the reason it was discontinued.

Q. Did you discontinue it or get orders from Mr. Woodring?

A. We discussed that matter and thought it best to discontinue.

Q. Who?

[fol. 1270] A. Mr. Woodring and myself.

Q. They did still continue to transfer your passengers to the Bus Co?

A. No sir, quit the whole thing.

The Chairman: Mr. Woodring took that up with the Commission.

The Attorney General: They started out to give transfers after they had been operating a while and I thought you said that later you transferred but didn't accept any in return?

A. No sir, all stopped at the same time.

Q. It was not a fact that you refused to accept transfers from the busses?

A. No, we agreed not to accept any more, the Bus Co. and the St. Ry.

Q. Your agreement was to stop reciprocal interchange?

A. Both, yes sir.

Q. That was done at a conference between you and Mr. Woodring?

A. What we decided.

Mr. Pearman: Was the Bus line being operated before you reduced your service on the street car lines or not?

A. Yes sir, I think it was; that is my recollection.

Q. They were in service at the time, before you discontinued any service on the street cars?

A. Yes sir.

Q. This reciprocal arrangement was made between the Bus Co. and the Street Car Co. some time after the busses were in operation?

A. That is right.

Q. At the time you got permission to discontinue service on some of these lines?

A. That is right.

[fol. 1271] The Attorney General: Could your street car line operate successfully if the bus line and the *k*itneys did not trail it or parallel it?

A. They were not.

Q. What is your opinion?

A. I do not think they could, I know they could not, too many private cars.

Q. You didn't go out of business before the *k*itneys and Bus Co. came in?

A. No sir.

Q. Must have been able to make it?

A. About that I don't know. I know we were getting very few passengers.

Q. Do you believe if you had your system as you once had it, with schedules of not more than 15 minutes at any point, and probably 5 minute schedules on Main Street, you could make money, with no *k*itneys or busses running?

A. I don't think we could, too many private cars.

Q. More than there were?

A. More and more every day.

Q. Convenience is what makes people ride street cars?

A. Yes.

Q. If you have to wait an hour it is a great temptation to get a car?

A. Usually picked up by an automobile.

Q. If you can't find an automobile you get disgusted and have to buy one?

A. I could not answer that.

Q. Didn't the raise in fare of 10 cents greatly decrease your revenue.

[fol. 1272] A. I could not say. Those figures are handled at the other office.

Q. Could you get those?

A. Mr. Costello would be the man.

Mr. McLean: You did operate with a 5-cent fare for a while?

A. Yes sir, tried it out.

Q. Did you lose more money at that than 7 cents or 10 cents?

A. My understanding is we did.

The Attorney General: When you had the 5-cent fare in effect, didn't you zone it when you charged it?

A. Yes.

Q. You never tried the straight 5-cent fare in the last six or eight years?

A. I don't remember just when we had the last 5-cent fare.

Q. You changed so often the public didn't know?

A. Not quite that often.

Q. That shifting would naturally bring about a state of unrest and disgust?

A. I could not say.

Q. It would have that tendency?

A. I don't know.

Q. Suppose you get on a car to pay 5 cents and the charge is 10 cents, would you feel alright?

A. I don't know.

Mr. McLean: Mr. Campbell is here, if any of you gentlemen would like to ask him any questions, otherwise we have finished.

Mr. Pearman: We would like to ask him or you one.

[fol. 1273] Mr. W. C. McLean, being duly sworn, testified as follows:

Mr. Pearman: I believe you stated in your opening statement that you did not know of any order of this Commission you had violated when you stopped your cars?

A. I do not know of any.

Q. You were speaking for the company?

A. I do not know of any directed to the Company.

Q. Did you read order #331, haven't you a copy of that in your files?

A. No sir, I do not know it by that number.

Q. Your company has a copy of this order?

A. I could not sell.

Q. Directing them to operate cars on the Ridgewood, Colonial Heights and College Place lines to Union Station?

A. I have never seen it.

Q. This order to become effective at once and remain in effect until further orders of the Commission?

A. I never saw it.

Q. Dated June 8, 1926?

A. I never saw it or heard of it.

Q. Your statement was in reference to that.

A. If you consider that I made an absolute statement, it would be; I thought I was stating as far as I knew.

Q. You said that included the Ry. Co.?

A. I said as far as I knew.

Mr. F. D. CAMPBELL, being duly sworn, testified as follows:

[fol. 1274] Mr. Pearman: Have you a copy of this order #331, dated June 8, 1926?

A. Not to my knowledge, I never saw the order.

Q. Under what authority were you operating the cars prios to the discontinuance?

A. On the same authority that they were operating when I came here on January 8th of this year.

A. You recognized that the operation was in accordance with law and order of this Commission?

A. I assumed it was in accordance with law.

Q. Is there any one connected with the Company that does know anything about it.

Mr. McLean: As far as my knowledge goes the company was organized some years ago and started to running street cars and they have been running ever since. From time

to time since, it came under the jurisdiction of the Commission which permitted certain cars to be taken off and changes made. They are simply running cars because they started and hadn't taken them all off.

Q. Were you not present on numerous occasions on behalf of your company, when the commission did issue orders; you have obeyed those orders, and have been operating under those orders?

A. Yes.

Mr. CAMPBELL recalled to the stand.

The Attorney General: You didn't make any inquiry when you came to Columbia what authority anybody had over your line?

A. I didn't think it was necessary to make any inquiry to get in touch with the situation.

Q. You didn't ask Mr. Spance as to the rules?

[fol. 1275] A. Yes, I asked him to get in touch with the situation so there would not be any violations.

Q. In spite of your earnest efforts you stopped the cars with this order in existence?

A. Yes.

Q. Although the Commission ordered you to run until they ordered you to stop?

A. I didn't *not* know about that order.

Mr. Pearman: Mr. Campbell, who issued the order to discontinue the operation of these cars?

A. It is hard to tell. It was done by mutual agreement between every one concerned in the management of the company.

Q. Somebody is in authority. Mr. Spence would not dare to take off the cars of his own accord. Has he authority to add on or take off cars?

A. No, he probably took orders from me.

Q. You issued orders for the discontinuging?

A. He and myself, Mr. Peterman probably.

Mr. Nance: Under whose signature was this order issued?

A. No written order.

Q. You direct Mr. Spence to discontinue the operation?

A. Yes.

The Attorney General: Under this order, they authorized you to discontinue certain lines, which was promptly done, but you didn't remember the other part which said to run certain lines until the further orders of the commission?

[fol. 1276] A. You understand I knew nothing of the discontinuance of the other lines I was entirely ignorant of that order.

Q. You have then, as you see it now, made a tremendous mistake?

A. I do not consider it a great mistake in view of the conditions.

Q. You don't consider it a mistake?

A. Not that may not be remedied.

Q. Have your cars started up?

A. Nobody requested any information.

Q. When you found out the Commission did have authority to inquire into your conduct did you go back and remedy the situation as quickly as possible?

A. No, I did not.

The Attorney-General to Mr. McLean:

Q. On what authority did you discontinue operations?

A. Because we didn't have any money to pay expenses.

Q. On what authority did you discontinue the Waverly Line, the Shandon Annex, Wales Garden, Union Station to Fair Grounds, Hampton Ave., Elmwood. Discontinued under authority of the R. R. Commission. The next paragraph of the order *ordes* that the company continue to operate between the Union Sta. and Ridgewood and furnish service between the Union Sta. and College Place, Union Station and Colonial Heights; that is only one paragraph, authorizes the discontinuance of certain lines and the next paragraph orders the continuance of certain other lines. You knew about one paragraph in the order and don't know about the other.

A. I didn't say I knew, I said I never saw it. The General Manager discontinued the cars the Commission permitted and continued to operate the cars they directed him to operate as long as he could.

[fol. 1277] Q. You will admit the company has violated this order in discontinuing the lines to Ridgewood, College Place and those lines they were ordered to continue service on?

A. I suppose in a sense they have. I suppose if the Commission should order them put back on all lines and continue to run they would have to give us money to run them with.

[fol. 1278] EXHIBIT 6 M. McF.

1925

To Light, Water Works, Power and Navigation Companies:

By the Act of February 29, 1904, every electric light, gas, water works and navigation company doing business in South Carolina, is required to make and file with the South Carolina Tax Commission an annual statement in the following form. All statements must be made on this blank, and the items called for must be given in full. The statement must be made under oath of the President, Secretary, Treasurer Superintendent, or chief officer in this State of the company, and filed with the South Carolina Tax Commission during the month of February, annually.

Office of South Carolina Tax Commission, Columbia, S. C.

Respectfully, A. W. Jones, Chairman.

Copy

Statement of the Gross Receipts for the Year Ending December 31, 1925 of the Broad River Power Company, Made the 20 Day of February, 1926

1. The nature of the Company, whether person or persons, associations or corporation: Corporation.

2. Location of principal office: 15 Arcade Building, Columbia, S. C.

3. Name and postoffice address of each of the following officers:

President: W. S. Barstow, 50 Pine St. N. Y. City.

Secretary: C. N. Wilson, 50 Pine St. N. Y. City.

Treasurer: J. P. Campbell, 50 Pine St., N. Y. City.

Superintendent and General Manager: F. K. Woodring, Columbia.

Members of Board of Directors: W. S. Barstow, Lucien H. Tyng, William Buchsbaum, C. N. Wilson, J. P. Campbell, E. W. Niver, and Wm. F. Ingold, all of N. Y. City.

4. Organized under the laws of the State of South Carolina.

5. Date of annual election of officers: ——.

6. Total capital stock authorized: $20,000,000.00; No. of shares: 200,000; Capital stock subscribed: $5,052,600.00; Capital stock issued and outstanding: $5,052,600.00; Capital stock paid up: $5,052,600.00; Par value of each share: $100.00.

Total amount of gross receipts of the company (including all sums earned or charged, whether actually received or not) for business done within this State for the year then next preceding the first day of January, including the company's proportion of gross receipts for business done by it within this State in connection with other companies, $1,769,349.90.

[fol. 1279] Original name of company: ——.

Names of former companies which are now included in, or operated by, this company: ——.

Date of consolidation, lease or purchase: ——.

Remarks: ——.

The State of South Carolina,
County of Richland:

On the 20 day of February, 1926, personally appeared before me, the undersigned, a notary public for S. C. in and for the said Richland County, L. F. Pearce, who, being duly sworn, says that he is the Asst. Treasurer, of the Broad River Power Company, and that the foregoing statement for the year ending December 31, 1925, is correctly taken from the books and account of said Company and is true to the best of his knowledge and belief.

—— ——.

Subscribed and sworn to before me the day and year first above written. —— ——, N. P. for S. C.. (L. S.)

[fol. 1280] [Endorsed:] Statement of Gross Receipts the —— Company. The Postoffice address of the principal office of the above company is ——. (Signed) —— ——,

—— of said Company. Office of South Carolina Tax Commission. Filed —— —, 19—.

[fol. 1281] EXHIBIT 7 M. McF.

1925

To Railroad and Street Railway Companies:

By Act of February 20, 1904, every Railroad Company operating a line in whole or part within South Carolina is required to make and file with the South Carolina Tax Commission an annual statement in the following form. All statements must be made on this blank, and the items called for must be given in full. The statement must be made under oath of the President, Secretary, Treasurer, Superintendent or officer in charge, for the fiscal year ending December 31st, 19—, and must be filed during the month of February, annually. .

Office of South Carolina Tax Commission, Columbia, S. C., January 1, 1926.

Respectfully, South Carolina Tax Commission, A. W. Jones, Chairman.

Copy

Name and Nature of Company, Officers and Location of Principal Office

1. The Columbia Ry. Gas & Electric Co., operating the ——.

2. The nature of the Company, whether person or persons, associations or corporation: Corporation.

3. Location of principal office: 15 Arcade Building, Columbia, S. C.

4. Name of postoffice of each of the following officers:

President: W. S. Barstow, 50 Pine St. N. Y. City.

Secretary: C. N. Wilson, 50 Pine St. N. Y. City.

Treasurer: J. P. Campbell, 50 Pine St. N. Y. City.

Superintendent and General Manager: F. K. Woodring, Columbia, S. C.

Members of Board of Directors: Lucien H. Tyng, William Buchsbaum, C. N. Wilson, J. P. Campbell, P. C.

Anderson, W. S. Barstow, Thomas Cheyne, O. Clement Swenson, A. A. Cano, all of N. Y. City.

5. Organized under the laws of the State of South Carolina.

6. Date of annual election of officers: Second Wednesday in January.

7. Total capital stock authorized: $3,000,000.00; No. of shares: 30,000; Capital stock subscribed: $2,895,300.00; Capital stock issued and outstanding: $2,895,300.00; Capital stock paid up: $2,895,300.00; Par value of each share: $100.00.

Mileage of Line Operated

8. Entire miles of line operated within and without South Carolina 28.65; Entire miles of line operated within South Carolina: 28.65; Percentage of miles of line within South Carolina to entire line: 100 per cent.

[fol. 1282] **Gross Earnings**

9. Gross earnings from operation of entire line within and without South Carolina:

Item	Total receipts	Deductions, account of repayments, etc	Actual earnings
Passenger:			
Passenger Revenue	155,830.99	.....	.....
Less			
Payments to other Roads	.....	.....	.....
Tickets Redeemed	.....	.....	.....
Excess Fares Refunded	.....	.....	.....
Other Payments	.....	.....	.....
Total Deductions	.....	.....	.....
Total Passenger Revenue	.....	.....	.....
Mail	196.87	.....	.....
Extra Baggage and Storage	.....	.....	.....
Other Items	.....	.....	.....
Total Passenger Earnings	156,027.86	.....	156,027.86
Freight:			
Freight Revenue	.....	.....	.....
Less			
Repayments	.....	.....	.....
Overcharge to Shippers	.....	.....	.....
Other Repayments	.....	.....	.....
Total Deductions	.....	.....	.....
Total Freight Revenue	.....	.....	.....
Total Freight Earnings	.....	.....	.....

Item	Total receipts	Deductions, account of repayments, etc	Actual earnings
Other earnings from operation:			
Car Mileage—Balance	.....	.....	.....
Electrical Current Light or Power	.....	.....	.....
Telegraph and Telephone Companies	.....	.....	.....
Express Business	.....	.....	.....
Receipts from other Roads	.....	.....	.....
Rents from Tracks, Yards and Terminals	.....	.....	.....
Rents not otherwise provided for	2,096.07	.....	.....
Other Sources 1/10 of Cola. Co. Mis. Income	542.76	.....	2,638.83
Total Other Earnings	.....	.....	158,666.69
Total Gross Earnings from Operation—Entire Line	.....	.....	.....
Percentage on mileage basis (see item 8) of Earnings in South Carolina to Entire Earnings	.....	.....	.....
Total Gross Earnings from Operation within South Carolina on Mileage Basis	.....	.....	.....

[fol. 1283] 10. Place or places of business: Same.

11. The change or changes, if any, in above particulars since last report: None.

12. In the case of each railroad or street railway, situated wholly within the State of South Carolina, the gross earnings from its operation, and in the case of each railroad or street railway, located partly within and partly without South Carolina, the gross earnings from the operation of the entire line for the fiscal year next preceding, with the number of miles of line within South Carolina and the miles of line without South Carolina.

Original name of company: ——.

Names of former companies which are now included in, or operated by, this company: ——.

Date of consolidation, lease or purchase: ——.

Remarks: None.

THE STATE OF SOUTH CAROLINA,
County of Richland:

On the 20 day of February, 1926, personally appeared before me, the undersigned, a Notary Public for S. C. in and for the said Richland County, L. F. Pearce, who, being

duly sworn, says that he is the Asst. Treasurer of the Cola. Ry. Gas & Electric Company, and that the foregoing statement for the year ending December 31, 1925, is correctly taken from the books and accounts of said Company and is true to the best of his knowledge and belief.

—— ——.

Subscribed and sworn to before me the day and year first above written. —— ——, N. P. for S. C. (L. S.)

[fol. 1284] [Endorsed:] Statement of the —— R. —— Company, operating the —— R. ——. The postoffice address of the principal office of the above company is ——. (Signed) —— ——, —— of said company. Office of South Carolina Tax Commission. Filed —— —, 19—.

[fol. 1285] EXHIBIT 8 M. McF.

1926

To Light, Water Works, Power and Navigation Companies:

By the Act of February 29, 1904, every electric light, gas, water works and navigation company doing business in South Carolina, is required to make and file with the South Carolina Tax Commission an annual statement in the following form. All statements must be made on this blank, and the items called for must be given in full. The statement must be made under oath of the President, Secretary, Treasurer, Superintendent, or chief officer in this State of the company, and filed with the South Carolina Tax Commission during the month of February, annually.

Office of South Carolina Tax Commission, Columbia, S. C.
Respectfully, A. W. Jones, Chairman.

Copy

Statement of the Gross Receipts for the Year Ending December 31, 1926, of the Broad River Power Company, Made the 21st Day of February, 1927

1. The nature of the Company, whether person or persons, associations or corporation: Corporation.

2. Location of principal office: 56 Arcade Bldg., Columbia, S. C.

3. Name and postoffice address of each of the following officers:

President: W. S. Barstow, 50 Pine St., N. Y. City.

Secretary: C. N. Wilson, 50 Pine St., N. Y. City.

Treasurer: J. R. Campbell, 50 Pine St., N. Y. City.

Superintendent and General Manager: F. D. Campbell, Columbia, S. C.

Members of Board of Directors: W. S. Barstow, Lucian H. Tyng, William Buchsbaum, C. N. Wilson, J. P. Campbell, E. W. Niver, Wm. F. Ingold, all of N. Y. City.

4. Organized under the laws of the State of South Carolina.

5. Date of annual election of officers: ——.

6. Total capital stock authorized: $20,000,000.00; No. of shares: 200,000; Capital stock subscribed: $6,202,600; Capital stock issued and outstanding: $6,202,600.00; Capital stock paid up: $6,202,600.00; Par value of each share: $100.00.

Total amount of gross receipts of the company (including all sums earned or charged, whether actually received or not) for business done within this State for the year then next preceding the first day of January, including the company's proportion of gross receipts for business done by it within this State in connection with other companies, $2,237,556.42.

[fol. 1286] Original name of company: ——.

Names of former companies which are now included in, or operated by, this company: ——.

Date of consolidation, lease or purchase: ——.

Remarks: ——.

THE STATE OF SOUTH CAROLINA,
County of Richland:

On the 20 day of February, 1927, personally appeared before me, the undersigned, a notary public for S. C., in and for the said Richland County, L. F. Pearce, who, being duly sworn, says that he is the Asst. Treasurer of the Broad River Power Company, and that the foregoing statement for the year ending December 31, 1926, is correctly taken

from the books and accounts of said Company and is true to the best of his knowledge and belief.

——— ———.

Subscribed and sworn to before me the day and year first above written. ——— ———, N. P. for S. C. (L. S.)

[fol. 1287] [Endorsed:] Statement of Gross receipts the ——— Company. The postoffice address of the principal office of the above company is ———. (Signed) ——— ———, ——— of said company. Office of South Carolina Tax Commission. Filed ——— —, 19—.

[fol. 1288] EXHIBIT 9 M. McF.

1926

To Railroad and Street Railway Companies:

By Act of February 20, 1904, every Railroad Company operating a line in whole or part within South Carolina is required to make and file with the South Carolina Tax Commission an annual statement in the following form. All statements must be made on this blank, and the items called for must be given in full. The statement must be made under oath of the President, Secretary, Treasurer, Superintendent or officer in charge, for the fiscal year ending December 31st, 19—, and must be filed during the month of February, annually.

Office of South Carolina Tax Commission, Columbia, S. C., January 1, 1927.

Respectfully, South Carolina Tax Commission. A. W. Jones, Chairman.

Copy

Name and Nature of Company, Officers, and Location of Principal Office

1. The Columbia Ry. Gas & Electric Co., operating the ———.

2. The nature of the Company, whether person or persons, associations or corporation: Corporation.

3. Location of principal office: 56 Arcade Building, Columbia, S. C.

4. Name and postoffice of each of the following officers:

President: W. S. Barstow, 50 Pine St., N. Y. City.

Secretary: C. N. Wilson, 50 Pine St., N. Y. City.

Treasurer: J. P. Campbell, 50 Pine St., N. Y. City.

Superintendent and General Manager: F. D. Campbell, Columbia, S. C.

Members of Board of Directors: Lucien H. Tyng, William Buchsbaum, C. N. Wilson, J. P. Campbell, G. A. Aronson, W. S. Barstow, W. F. Ingold, E. W. Niver, and A. A. Cano.

5. Organized under the laws of the State of South Carolina.

6. Date of annual election of officers: Second Wednesday in January.

7. Total capital stock authorized: $3,000,000.00; No. of shares: 30,000; Capital stock subscribed: $2,895,300.00; Capital stock issued and outstanding: $2,895,300.00; Capital stock paid up: $2,895,300.00; Par value of each share: $100.00.

Mileage of Line Operated

8. Entire miles of line operated within and without South Carolina: 28.65; entire miles of line operated within South Carolina: 28.65; Percentage of miles of line within South Carolina to entire line: 100 per cent.

[fol. 1289] Gross Earnings

9. Gross earnings from operation of entire line within and without South Carolina:

Item	Total receipts	Deductions, account of repayments, etc	Actual earnings
Passenger:			
Passenger Revenue	98,902.49	.....	.....
Less			
Payments to other Roads	.....	.....	.....
Tickets Redeemed	.....	.....	.....
Excess Fares Refunded	.....	.....	.....
Other Payments	.....	.....	.....
Total Deductions	.....	.....	.....
Total Passenger Revenue	.....	.....	.....

Item	Total receipts	Deductions, account of repayments, etc	Actual earnings
Mail	181.73	.....	.....
Extra Baggage and Storage	.....	.....	.....
Other Items	90.00	.....	.....
Total Passenger Earnings	.....	.....	99,174.22
Freight:			
Freight Revenue	.....	.....	.....
Less			
Repayments	.....	.....	.....
Overcharge to Shippers	.....	.....	.....
Other Repayments	.....	.....	.....
Total Deductions	.....	.....	.....
Total Freight Revenue	.....	.....	.....
Total Freight Earnings	.....	.....	.....
Other earnings from operation:			
Car Mileage—Balance	.....	.....	.....
Electrical Current Light or Power	.....	.....	.....
Telegraph and Telephone Companies	.....	.....	.....
Express Business	.....	.....	.....
Receipts from other Roads	.....	.....	.....
Rents from Tracks, Yards and Terminals	.....	.....	.....
Rents not otherwise provided for	853.35	.....	.....
Other Sources	.....	.....	.....
Total Other Earnings	.....	.....	853.35
Total Gross Earnings from Operation—Entire Line	.....	.....	$100,027.57
Percentage on mileage basis (see item 8) of Earnings in South Carolina to Entire Earnings	.....	.....	.....
Total Gross Earnings from Operation within South Carolina on Mileage Basis	.....	.....	.....

[fol. 1290] 10. Place or places of business: Some.

11. The change or changes, if any, in above particulars since last report: ——.

12. In the case of each railroad or street railway, situated wholly within the State of South Carolina, the gross earnings from its operation, and in the case of each railroad or street railway, located partly within and partly without South Carolina, the gross earnings from the operation of the entire line for the fiscal year next preceding, with the

number of miles of the line within South Carolina and the miles of line without South Carolina.

Original name of company: ——.

Names of former companies which are now included in, or operated by, this company: ——.

Date of consolidation, lease or purchase: ——.

Remarks: None.

THE STATE OF SOUTH CAROLINA,
County of Richland:

On the 21 day of February, 1927, personally appeared before me, the undersigned, a notary public for S. C. in and for the said Richland County, L. F. Pearce, who, being duly sworn, says that he is the Asst. Treasurer of the Cola. Ry. Gas & Elec. Company, and that the foregoing statement for the year ending December 31, 1926, is correctly taken from the books and accounts of said Company, and is true to the best of his knowledge and belief.

—— ——.

Subscribed and sworn to before me the day and year first above written. —— ——, N. P. for S. C. (L. S.)

[fol. 1291] [Endorsed:] Statement of the —— R. Company, operating the —— R. ——. The postoffice address of the principal office of the above Company is ——. (Signed) —— ——, —— of said company. Office of South Carolina Tax Commission. Filed —— —, 19—.

[fol. 1292] EXHIBIT 11—M. McF.

September 3, 1925.

The Columbia Railway, Gas & Electric Co., Columbia, S. C.

DEAR SIRS: We have noted the recent discussion of the possible discontinuance by you of the operation of your street car lines in Columbia and vicinity; and in this connection we wish to call to your attention that the North Columbia Land Company has a contract with your Company for the continuous operation of street cars serving the community known as "College Place," which has been promoted and developed by this Company.

This contract was made and entered into for valuable consideration furnished by the North Columbia Land Company, and the right to the continuous operation of the street car line serving this community is a valuable right which this company would not willingly consent to have violated.

We are writing to call this to your attention in order that you may understand our position. We sincerely trust that a solution of the street car transportation question may be reached which will preserve the operation of the street car system upon a satisfactory basis.

Yours truly, North Columbia Land Company, by (Signed) Melton & Belser.

[fol. 1293] EXHIBIT 17 M. McF.

September 5, 1925.

Melton & Belser, Loan & Exchange Bank Bldg., Columbia, S. C.

GENTLEMEN: Your letter of September 3 received, and we are certainly pleased to know that you are interested in this matter. In fact, the people of North Columbia should have taken an interest in it a long time ago. On several occasions we have represented to the Railroad Commission of South Carolina that they were giving very unfair treatment to the people in that locality, inasmuch as they insisted that we operate very unprofitable lines to the Fair Grounds, Bowers Beach and Olympia Village with revenue from the profitable lines into North Columbia. On many different occasions the writer called this to their attention with the request that the unprofitable lines be eliminated. If the people of North Columbia are sufficiently interested to see that the revenue collected from lines running into that section is used in the operation and maintenance of such lines, in place of maintaining the lines above mentioned they will render considerable aid toward maintaining street car service for themselves. Naturally we are very anxious to continue the operation of the cars provided they can be placed where the revenue will at least equal the cost of operation and maintenance.

Thanking you for any help you can give us in this, we are

Very truly yours, Columbia Railway, Gas & Electric Co. F. K. Woodring, General Manager.

FKW:WFA.

[fol. 1294] EXHIBIT A 1

An Act to Incorporate the "Columbia Gas Light Company"

I. Be it enacted by the Senate and House of Representatives, now met and sitting in General Assembly, and by the authority of the same, That John Bryce, A. G. Gladden, Andrew Crawford, G. Monteith, E. H. Fisher, J. S. Boatwright, Wm. F. DeSaussure, Jno. I. Gracey, and their associates and successors, shall be, and they are hereby, incorporated and made and declared a body politic and corporate, in deed and in law, by the name and style of the "Columbia Gas Light Company," and as such body politic and corporate shall have power to make, use, have and keep a common seal, and the same at will to alter; to make all necessary by-laws not repugnant to the laws of the land, and to have succession of officers and members conformably to such by-laws; and to sue and be sued, plead and be impleaded, in any Court of Law or Equity in this State, and to have, use, and enjoy all other rights, and be subject to all other liabilities which are incident to bodies corporate.

II. That the said corporation shall have full power and authority to manufacture, make, and sell gas, to be made of rosin, coal, oil, turpentine or other material, and to furnish such quantities of gas as may be required in or near the town of Columbia, for lighting the streets, stores, manufactories and buildings there situate, and for other purposes; to lay pipes or other conductors for conducting gas through the streets, alleys, lanes, and squares of the town of Columbia aforesaid, or its vicinity, and also to erect such buildings and to hold such real and personal estate as may be requisite or necessary to carry on the business aforesaid. And the said corporation shall have power to raise by subscription, in shares of twenty-five dollars, each, a capital of fifty thousand dollars, with the privilege of increasing the same to one hundred thousand dollars; and the said cor-
[fol. 1295] poration shall or may go into operation, and the rights, privileges, and franchises hereby granted, shall attach whenever twenty thousand dollars of the capital aforesaid shall have been actually paid in, in gold or silver current coin, or the current notes of the incorporated banks of this State, and an oath or affirmation thereof shall have

been made by the President, Treasurer, and a majority of the Board of Directors of the said Company, and recorded in the office of the Secretary of State at Columbia, and shall have been published in one of the newspapers of the said town.

III. That the said shares in the capital stock aforesaid, of the said corporation, shall be deemed personal estate, and be transferable only on the books of the said corporation. And no part of the said capital stock shall, at any time or under any pretence whatever, be loaned to or divided amongst the stockholders; nor shall the said capital be withdrawn or divided amongst the stockholders until all the liabilities of the said corporation have been lawfully paid, nor shall any dividend be at any time declared, except of the clear earnings and profits of the said Company, over and above the capital.

IV. That if the proprietor of any share shall refuse or neglect to pay any instalment assessed thereon, for the space of thirty days after the time appointed for the payment thereof, the Treasurer of the Company may, by order of the Board of Directors thereof, sell, by public auction, a sufficient number of any shares held by such defaulter, to pay all instalments then due by him, together with the necessary and incidental charges; and the Treasurer shall give notice of the time and place of such sale, and of the sum due on each share, by advertising the same for two successive weeks previous to such sale, in some newspaper in the town of Columbia, and a bill of sale of the shares so sold shall be made by the Treasurer of the Company to the purchaser thereof, who shall thereupon be entitled to have [fol. 1296] the same transferred to him on the books of the Company, and shall be liable for all future instalments on the stock which he may have purchased.

V. That the said John Bryce, A. H. Gladden, Andrew Crawford, G. Monteith, E. H. Fisher, J. S. Boatwright, Wm. F. DeSaussure, and John I. Gracey, may open books and take subscriptions for the capital stock of the said Company, in such manner as they may deem expedient, and whenever such subscription shall amount to the sum of thirty thousand dollars, the stockholders, having had two weeks notice in writing, or in one of the public newspapers

in the town of Columbia, may meet and proceed to elect a President, Treasurer, and Board of Directors, or such other officers as they may deem necessary for organizing the said Company and conducting the affairs thereof; and the said Board of Directors shall continue in office until their successors shall have been duly elected, and until otherwise provided by the by-laws of the said corporation, shall have power to dispose of the residue of the capital stock of the said Company not subscribed for, in such manner and at such times as they may deem fit; and at the said election of officers, and at all other meetings of the said Company, every stockholder shall be entitled to one vote for every share held by him.

VI. That the Directors shall submit to the Stockholders, annually, a written statement, under the oath or affirmation of the treasurer of the corporation, setting forth the amount of the capital stock paid in and of the general assets of the Company, and also the amount of all existing debts and liabilities of the said Company.

VII. That any person wilfully injuring or causing to be injured any of the property of the said corporation, shall forfeit and pay to the said corporation treble the amount of damages sustained by any such injury, to be recovered by action in any Court having cognizance thereof, and shall [fol. 1297] be considered guilty of a misdemeanor; and, being thereof convicted, shall be punished by fine not exceeding three hundred dollars or imprisonment not exceeding two years.

In the Senate House, the sixteenth day of December, in the year of our Lord one thousand eight hundred and fifty-two, and in the seventy-seventh year of the Sovereignty and Independence of the United States of America.

Rob't F. W. Allston, President of the Senate.
James Simons, Speaker House of Representatives.

[fol. 1298] EXHIBIT A 2

STATE OF SOUTH CAROLINA:

This memorandum, executed in duplicate and interchangeably delivered between The Columbia Electric St.

Ry., Light & Power Co., party of the first part, and The Columbia Land & Investment Co., party of the second part, both being corporations organized under the laws of the State of South Carolina, witnesseth:

1. That the party of the first part agrees to proceed at once to build an extension of the Hardin St. Line of its railway from a point at or near the Shandon Pavilion across the irregular square bounded by Divine, High and Hampton Sts. and an un-named street 50 ft. wide, to Divine St., thence through the entire length of Divine St., one of the streets of the village of Shandon, property owned by the party of the second part, and, by a straight line, across the tract of land lying east of said Village of Shandon and known as the Newsom tract, to a point on the eastern border of said tract of land; said extension to be built by the party of the first part in a first class manner similar to the manner of construction of its other lines, and at as little cost as possible for first class construction. It further agrees to operate the said extension with its electric trolley cars, running at least one car per hour over said extension each way between the hours of 7:30 A. M. and 8 P. M., daily such operation to begin as soon as said line is constructed and to continue for two years thereafter, and during said period the party of the first part agrees to maintain the said extension in thoroughly good order.

2. The party of the second part agrees to pay, as the work progresses, the entire actual cost of the construction of said extension, the plans for said extension to be submitted to the Executive Committee of the party of the second part and to be approved by that Committee; the title to said extension remaining in the party of the second part, the construction thereof by the party of the first part being for the benefit of the party of the second part and at its cost.

3. It is further stipulated and agreed that at the end of the two years' operation of the said line by the party of the first part, which is to be free of all rental or charges except that of maintaining the line in good order, the party of the first part shall have the right to purchase the said

line by repaying to the party of the second part a sum equal to the actual cost of the construction of said extension as paid by the party of the second part, without interest, and if the party of the first part shall fail to purchase said extension at such price, then it covenants and agrees to take a lease of such extension for the period of 99 years, binding itself to operate the said line in the manner prescribed for the operation thereof during the period of two years above stipulated for, and binding itself to maintain in thorough repair the said line and to pay therefor, semi-annually, as a rental for said line, a sum equivalent to the interest at the rate of 6% per annum upon the cost of construction of said line: Provided, however, that the party of the first part shall have the option to purchase the said line at any time during the term of said lease at a price equivalent to the cost of the construction thereof, as above stipulated, together with interest [fol. 1299] thereon from the date of the last semi-annual payment of rental, it being understood and agreed that such interest is to be chargeable only in case the option of purchasing is exercised between the dates for the semi-annual payments of rental and only to cover such time as may not be covered by the rentals paid.

4. The party of the first part further agrees to indemnify and save harmless the party of the second part from liability for damages caused by accident while constructing or operating the said line as above stipulated for.

In witness wherefore this memorandum has been executed in duplicate and interchangeably deliverd this 16th day of April, A. D. 1900, the presidents of each of said parties having been especially authorized by resolutions of each of said parties to enter into this covenant and agreement.

Columbia Electric Streey Railway, Light & Power Company. W. B. Smith Whaley, President. (Seal.) The Columbia Land & Investment Co. Robt. W. Shand, President. (Seal.)

In presence of E. B. Clark.

[fol. 1300] EXHIBIT A3

(Copy)

STATE OF SOUTH CAROLINA,
Richland County:

Know all men by these presents, that The Columbia Land and Investment Company of the State aforesaid, in consideration of the sum of Seven Thousand Four Hundred and Nine and 57/100 ($7,409.57) Dollars to it paid by Columbia Electric Street Railway, Light and Power Company, of the City of Columbia, in the State and County aforesaid, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said Columbia Electric Street Railway, Light & Power Company, all that street railway track, road-bed, trestles, poles, wires and other appliances, privileges and appurtenances, extending from the Belt Line Track of the Columbia Electric Street Railway, Light & Power Company, across Poplar Street and the irregular square bounded by Hampton, High, Divine and Poplar Streets to the point where it enters Divine Street at or near its intersection with High Street, thence eastwardly along Divine Street to Maple Street, thence along Maple Street northwardly towards the Garners Ferry Road so far as the said track, road-bed, etc., are owned by the grantor, the said line being known as the Shandon Branch of the Street Railway Line.

Also a strip of land thirty-five feet (35') in width, commencing at the intersection of said Shandon Branch of the Street Railway with the Belt Line Track, extending southwardly along said Shandon Branch to Poplar Street; then commencing on the southeastern side of Poplar Street and extending across the irregular square bounded by Hampton, High, Divine and Poplar Streets to the point where said Shandon Branch enters Divine Street at or near its intersection with High Street, except so much of said strip as crosses the lot heretofore conveyed by the grantor to the grantee and known as the "Pavillion" lot; the southwestern line of said strip of land hereinabove conveyed being fixed at thirty-five feet (35') distance from the southwestern line of the lot of land heretofore con-

veyed to Mrs. Ellen V. Maxwell projected northwardly in a straight line to the intersection of said Shandon Branch Line with the Belt Line of the Columbia Electric Street Railway, Light & Power Company.

Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

To have and to hold all and singular the Premises before mentioned, unto the said Columbia Electric Street Railway, Light and Power Company, its successors and assigns forever.

And the said The Columbia Land and Investment Company does hereinby bind itself and its successors to warrant and forever defend all and singular the said Premises, unto the said Columbia Electric Street Railway, Light and Power Company, its successors and assigns against itself and its successors and all other persons lawfully claiming, or to claim the same, or any part thereof.

In witness whereof the said The Columbia Land and Investment Company has caused these presents to be signed by its President, and its Corporate Seal to be thereto affixed, this thirtieth day of June, in the year of our Lord, one thousand nine hundred and nine, and in the one hundred and thirty-third year of the independence of the United States of America.

The Columbia Land & Investment Co., by Robt. W. Shand, President.

Signed, sealed and delivered in the presence of James Sally, W. M. Shand (Janie Sally).

[fol. 1301] EXHIBIT A 4

September 30, 1927.

To the Honorable the Mayor and Members of the City Council of the City of Columbia, Columbia, South Carolina.

DEAR SIRS: For a long period of time prior to March 11, 1927 and continuing up to that date the Columbia Railway, Gas & Electric Company suffered extreme losses arising

from the operation of the street railway system in Columbia and environs, and after a most careful and painstaking investigation of the public transportation situation in Columbia, it was forced to the conclusion that the operation of street cars in Columbia in the future would be attended by like heavy operating losses which the Company could not pay, having exhausted its resources in the endeavor to furnish street railway service. Accordingly the Company was compelled to cease entirely the operation of all street cars on March 11, 1927.

Columbia Railway, Gas & Electric Company hereby gives notice that it no longer intends to occupy the streets and public places of the City of Columbia for the purpose of operating a street railway, and that it hereby surrenders any rights which it may have by statu-e or otherwise so to do, and particularly any rights or privileges which may have been granted to it or its predecessors, assignors or grantors by any of the ordinances of the City of Columbia.

Very respectfully, Columbia Railway, Gas & Electric Company. F. D. Campbell, General Manager.

FDC: WFA.

[fol. 1302] EXHIBIT A 10

Broad River Power Company

General Balance Sheet, December 31, 1927

Assets

Property		$19,477,553.28
Securities owned		27,965.00
Sinking and other funds		1,546,149.12
Current and working assets:		
Cash	$300,564.27	
Notes and Accounts Rec.	342,046.21	
Coal and other Materials and Supplies	219,872.51	
Miscellaneous	43,696.93	
		906,179.92
Unamortized discount and expense		1,411,174.96
Unallocated items		2,283.03
Total		$23,371,305.31

Liabilities

Capital stock:		
7% Cumulative Preferred (Par $100)	$3,809,500.00	
Common (Par $100)	4,329,400.00	
		8,138,900.00
Funded debt:		
First and Refunding Mortgage 5% Gold Bonds, Series A, due Sept. 1, 1954	6,580,000.00	
Ten Year 6½% Secured Sinking Fund Gold Bonds, due November 1, 1934	1,397,000.00	
First Mortgage 5% Sinking Fund Gold Bonds, due July 1, 1936, Columbia Railway Gas & Elec. Co.	2,002,500.00	
First Mortgage 5% Sinking Fund Gold Bonds, due April 1, 1952, The Parr Shoals Power Company	3,000,000.00	
Ten Year 7% Sinking Fund Gold Notes, due May 1, 1930, Columbia Gas Light Company	292,700.00	
		13,272,200.00
Current liabilities:		
Notes Payable	50,000.00	
Accounts Payable	116,911.01	
Consumers' Deposits	31,861.81	
Advances by Consumers for Extensions	19,783.50	
Miscellaneous	1,219.06	
		219,775.38
Accrued liabilities:		
Taxes	$87,999.22	
Interest on Funded Debt	165,715.67	
Miscellaneous	9,368.43	
		263,083.32

Reserves:		
Depreciation	347,991.22	
Contingencies	428,895.78	
Miscellaneous	65,293.03	
		842,180.03
Surplus		635,166.58
		$23,371,305.31

Statement of Earnings for Twelve Months Ended December 31, 1927

Total Gross Earnings	$2,889,235.58
Operating Expenses & Taxes	1,332,869.40
Net Earnings	$1,556,366.18
Interest on Bonds	833,227.36

[fol. 1303] EXHIBIT A 11

Columbia Railway, Gas & Electric Company

to

Broad River Power Company

Deed, Dated June 15, 1925

[fol. 1304] STATE OF SOUTH CAROLINA:

Know all men by these presents that under and by virtue of a law of the State of South Carolina entitled: "An Act to Authorize Columbia Railway, Gas & Electric Company, Parr Shoals Power Company, Columbia Gas Light Company, South Carolina Power Company, Saluda Manufacturing Company, Central Carolina Power Company and Public Service Company of South Carolina, or Any of Them, to Merge, Consolidate or Sell, Transfer and Convey All or Any Part of Their Respective Properties, Assets, Franchises and Charter or Other Rights to Any One or More of Them or to Broad River Power Company, a Corporation of the State of South Carolina, and to Authorize the Broad River Power Company or Any One or More of Them to Merge, Consolidate or Purchase the Same and to Vest

in Said Broad River Power Company or Any Other of Said Companies the Property, Assets, Franchises and Charter or Other Rights so Sold, Transferred, Conveyed, Merged, Consolidated, or Purchased, and to Validate the Same," approved on the 19th day of March, 1925, Columbia Railway, Gas & Electric Company, a corporation of the State of South Carolina, for and in consideration of the sum of Five (5) Dollars to it paid by Broad River Power Company, a corporation of the State of South Carolina, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released, assigned, transferred and set over, and by these presents doth grant, bargain, sell, release, assign, transfer and set over unto Broad River Power Company, its successors and assigns forever:

Property Formerly Owned by South Carolina Power Company

All its right, title and interest in and to the following described lots, pieces and parcels of land and the appurtenances thereunto belonging:

[fol. 1305] 1. All that piece, parcel, strip or tract of land lying and being situate in the County of Lexington, State of South Carolina, containing three and one-third acres, more or less, and adjoining the lands of Ruben Corley, D. L. Harman, H. B. Harman and B. B. Swygert, the same being a strip of land in and along Fry Branch and a tributary thereof, and heretofore conveyed to G. A. Guignard by B. B. Swygert by deed dated the 23rd day of April, 1903, and recorded in the Office of the Clerk of Court of Lexington County on April 25, 1903, in Deed Book "UU," on page 465.

2. Also, all that piece, parcel or tract of land lying and being situate in the County of Lexington, State aforesaid, and embracing the bend of Saluda River known as Dreher's Shoals, and bounded now or formerly on the south side of the river by lands of Ella Corley, wife of Lawrence Corley, George W. Harman, D. F. Efird, and the lands now or formerly of the estate of Daniel Efird, and on the north side of the river by lands formerly of the estate of John R. Shuler, and now owned by Thomas Shuler, John A. Dreher and

lands of the estate of John J. Dreher, the purpose, object and intention of this deed is to convey the water power known as Dreher's Shoals, delineated on a plat of the lands of Godfrey Dreher, the same being heretofore conveyed to G. A. Guignard by H. M. Efird and D. F. Efird by deed dated the 23rd day of December, 1903, and recorded in Deed Book "3-F," on page 522, July 8, 1910, in the Office of the Clerk of Court of Lexington County.

3. Also, the right, privilege and title to back water upon, overflow or flood, by reason of erection or maintenance of a dam or dams in Saluda River, any of the lands of Amanda M. Leaphart lying along Saluda River, County of Lexington and State aforesaid, said lands containing one hundred and sixty (160) acres, and bounded by lands of P. B. Warner, J. E. Kaufmann and C. S. Rauch and by the waters of the said Saluda River; also the right, privileges and title to erect and maintain a dam or dams in Saluda River at any point or points touching said lands; to erect, operate and maintain a power house, station and plant at, on or near said dam or dams; to cut, dig, excavate make and maintain a canal or canals on or through the said lands [fol. 1306] within one hundred yards from the present south bank of said river; and to construct, maintain and operate a power house or houses, plant or plants, thereon. Also the right, title and privilege of the free use of the road leading to the said dam or dams, canal or canals, power house or houses, and plant or plants on said river, through the said tract of land from Wyse's Ferry dirt road, the same to follow the road bed now in use on said premises so as not to vary therefrom more than ten feet on either side, provided that not more than two acres of said land shall be used by said Broad River Power Company, for the purpose of erecting said power house or houses and plant or plants. The said rights, titles and privileges and easement above referred to were heretofore conveyed to G. A. Guignard by Amanda M. Leaphart, by deed dated the 28th day of April, 1906, the same being recorded in the Office of the Clerk of Court for Lexington County on the 31st day of May, 1906, in Deed Book "ZZ," on page 381.

4. Also, all that piece, parcel or tract of land lying and being situate in the County and State aforesaid and in

Lexington Township, containing three acres, more or less, and bounded on all sides by lands of Thomas E. Wingard, the same being the bottom or low lands of said Thomas E. Wingard most subject to overflow, lying on and along Fry Branch, and heretofore conveyed to G. A. Guignard by Thomas E. Wingard by deed dated the 15th day of November, 1906, and recorded in the Office of the Clerk of Court of Lexington County, on the 18th day of January, 1907, in Deed Book "3-A", on page 224.

5. Also, all that piece, parcel and tract of land lying and being situate in Lexington Township, in the County of Lexington and State aforesaid, containing six acres and adjoining lands of Jacob Wingard, V. U. Harman, Mary F. Swygert and M. S. Wingard, the said lands being low or bottom lands lying on the Sixteen Mile Creek, and heretofore conveyed to G. A. Guignard by M. S. Wingard by deed, dated the 16th day of November, 1906, and recorded in the Office of the Clerk of Court of Lexington County, on the 18th day of January, 1907, in Deed Book "3-A", [fol. 1307] on page 228.

6. Also, all that piece, parcel or tract of land lying and being situate in Lexington Township, County of Lexington and State aforesaid, and containing forty acres, more or less, and embracing the entire river frontage on the tract of land formerly owned by D. F. and C. M. Efird, lying on the south side of Saluda River, and also the islands in said river between said land and the opposite bank, the boundaries of which are, on the northeast by the Saluda River, on the southeast, or lower edge, by lands formerly of G. A. Guignard or L. I. Guion, formerly the lands of Mrs. Lawrence Corley, on the northwest, or upper edge, by lands formerly of G. A. Guignard or L. I. Guion, and formerly of G. J. Wingard, said tract of land being heretofore conveyed to G. A. Guignard by D. F. and C. M. Efird, by deed dated 4th day of March, 1907, and recorded on the 8th day of July, 1910 in Deed Book "3-F," on page 521.

7. Also, the said right, privilege and easement to back water upon, overflow or flood with water to the sixty foot level by reason of erecting and maintaining a dam or

dams in Saluda River, all or any of that piece, parcel or tract of land lying and being situate in Saluda Township, County and State aforesaid, and on the east by Saluda River and High Hill Creek, containing twenty-five acres, more or less, and bounded on the North by lands now or formerly of J. S. Swygert; on the East by Median line High Hill creek, on the South by Saluda River, on the West by the lands now or formerly of J. S. Swygert; said land being conveyed heretofore to G. A. Guignard by Pinkie E. Harman, by deed dated the 22nd day of April, 1904, and recorded in the Office of the Clerk of Court of Lexington County, on the 17th day of June, 1904, in Deed Book "WW," on page 445.

8. Also, the right, privilege and easement to back water upon, flood or overflow with water, to the sixty foot level, by reason of erecting and maintaining a dam or dams in Saluda River, all that piece, parcel or tract of land lying and being situate in Fork Township, County of Lexington, State aforesaid, containing two hundred and forty acres, more or less, and adjoining lands now or formerly of Jesse Swygert, Wesley Younginer, Henry Harman, J. S. Bickely, [fol. 1308] Job A. Swygert, and bounded on the south by the waters of the Saluda River, the same being conveyed heretofore to G. A. Guignard by J. B. Hyler, by deed dated the 23rd day of February, 1906, and recorded in the Office of the Clerk of the Court of Lexington County, on the 27th day of February, 1906, in Deed Book "ZZ," page 288.

9. Also, all the right, privilege and option heretofore granted to G. A. Guignard by B. B. Swygert and by the said G. A. Guignard and others assigned to South Carolina Power Company, to purchase from the said B. B. Swygert the remainder of the tract of land referred to in his deed to the said Guignard dated the 23rd day of April, 1903, the said right, privilege and option being fully set forth in said deed, to which reference is hereby made.

10. Also, all the right, privilege and option granted to G. A. Guignard by Thomas E. Wingard and by the said G. A. Guignard and others assigned to South Carolina Power Company to purchase from the said Thomas E. Wingard such additional acres of his land at any time

for the purpose of constructing and maintaining a dam for overflowing such lands in the development of water power on Saluda River, referred to in his deed to the said Guignard dated the 15th day of November, 1906, the said right, privilege and option being fully set forth in said deed, to which reference is hereby made.

11. Also, all the right, privilege and option granted to G. A. Guignard by M. S. Wingard by deed dated the 17th day of November, 1906, and by the said G. A. Guignard and others assigned to South Carolina Power Company, to purchase from the said M. S. Wingard such additional acres of his land at any time for the purpose of constructing and maintaining a dam for overflowing such lands in the development of a water power on Saluda River; the said land, and also the said right, privilege and option being fully set forth in and by said deed to which reference is hereby made.

12. Also, all the right, privilege and option heretofore granted to G. A. Guignard by J. S. Roberts by contract dated the 29th day of April, 1903, and by the said G. A. Guignard and others assigned to South Carolina Power [fol. 1309] Company, to purchase from the said J. S. Roberts two tracts of land aggregating thirty-one acres, more or less, the whole of said thirty-one acres to be purchased in case any part of it is needed or damaged by reason of the construction and maintenance of a dam in the Saluda River by South Carolina Power Company, its successors and assigns, in the said tract of land; the said right, privilege and option being fully set forth in and by deed (or contract) to which reference is hereby made.

13. Also, the right, privilege and use of all the water rights and privileges, and also all the water power of and in the Saluda River in and along the land next below described, together with the right, privilege and easement to back water upon, overflow or flood the same therewith by reason of the erection and maintenance of a dam or dams in said river in the development of the water power thereon, as well as the right to use the mill road from the public road through said premises to the said river, and also the right to use the sand on the bottom lands of the M. L.

Harman mill place for all purposes that may be or become necessary in the erection and maintenance of the said dam or dams, the power house or houses, and the power plant or plants.

14. Also all that piece, parcel or tract of land lying and being situate in the County of Lexington, State aforesaid, containing forty-eight acres, more or less, and bounded by the lands of P. E. Harman, Mary F. Swygert and the waters of the Saluda River, the same being known as the M. L. Harman mill place, and is on the north side of the Saluda River and adjoining the same; also all that piece, parcel and tract of land lying and being situate in the County of Lexington, State aforesaid, containing seventy-five acres, more or less, and bounded by the lands of James Wyse, the said M. L. Harman mill place, Mary F. Swygert and by the waters of the Saluda River, the same being known as the Rauch place, and is on the north side of the said river and adjoining the same. The said rights, privileges, uses, easements were heretofore conveyed to L. I. Guion by C. S. Rauch, by deed dated the 31st day of January, 1903, and recorded in the Office of the Clerk of the Court of Lexington [fol. 1310] County on the 25th day of April, 1903, in Deed Book "VV," page 230.

15. Also, all that strip, piece or parcel of land, not exceeding two hundred feet in width through all that piece, parcel and tract of land lying and being situate in the County of Lexington and State aforesaid, containing one hundred and thirty-three acres, more or less, on the north side of the public road leading from the town of Lexington to Wyse's Ferry in said County and State, and bounded by the lands of Mrs. A. M. Leaphart, J. S. Roberts, W. B. Roberts and Ethelyn R. Hendrix, and lying on the south side of the Saluda River and adjoining the same, together with one acre of said land to be selected at any point along said strip that South Carolina Power Company, its successors and assigns, may designate, the said strip of land being for the purpose of excavating and maintaining a canal in furtherance of the enjoyment of the water rights hereinafter mentioned. Also the right, privilege and use in perpetuity of all water privileges and rights and all the water power of and in Saluda River in and along the said

lands, together with the right, privilege and easement to back water upon, overflow and flood the same therewith, by reason of the erection and maintenance of a dam in said river, the said strip of land—the said one acre of land, and the said rights, privileges, uses and easements being heretofore conveyed to L. I. Guion by C. S. Rauch, by deed dated the 31st day of January, 1903, and recorded in the Office of the Clerk of Court of Lexington County in June, 1903, in Deed Book "VV," on page 259.

16. Also, all that certain piece, parcel or tract of land, with the buildings, improvements, dam, race-course and mill site thereon, situate, lying and being on the northern side of and in Saluda River on and upon Dreher's Shoals, about one-fourth of a mile southeast of Dreher's Ferry, in the County of Lexington and State of South Carolina, the same being bounded on the northeast and west by lands of John A. Dreher, and on the south by Saluda River, and having such shape, marks, metes and boundaries as are shown and delineated on a plat thereof made by L. Metz, District Surveyor, on April 4, 1854, and recorded in the [fol. 1311] Office of the Clerk of Court of Lexington County in Deed Book "S," page 313, excepting and reserving, however, unto Julius D. Dreher, Bachman Dreher, Thad. W. Dreher, William Dreher, E. L. Dreher, Charles B. Dreher, Heber R. Dreher, Ernest S. Dreher, their heirs and assigns, forever, and unto the heirs of Martha E. Dreher, their heirs and assigns, forever, the full and free right and liberty at all times hereafter to hunt and fish over in and upon all and singular the premises hereinbefore described, together with the full and free right and liberty at all times hereafter to enter upon, pass and repass over and across the said premises and any and all other lands which now or hereafter may belong to the South Carolina Power Company, its successors and assigns, adjacent thereto, together with every other right and privilege which may be requisite for the full and free use of the rights and privileges herein reserved; and also upon the further reservation, covenant and agreement, that in the event the South Carolina Power Company, its successors and assigns, shall at any time hereafter erect a plant or plants for the purpose of utilizing the water power of the said Saluda River, at or near Dreher's Shoals, in the

said County and State, generating not less than two thousand five hundred (2,500) horsepower, then the South Carolina Power Company, its successors and assigns, shall, as soon as said plant or plants, singularly or together, shall develop as much as said two thousand five hundred (2,500) horsepower and at all times thereafter during the operation thereof, deliver to the parties above named, their heirs and assigns, the full amount of twenty-five (25) horsepower, electrically developed, at the end of a wire or wires at a convenient point on the northern side of the Saluda River and opposite said plant or plants; and the said parties above named, their heirs and assigns, shall have the right and privilege of erecting and maintaining over and across any of said lands and premises at or near said Saluda River which now or hereafter shall belong to the South Carolina Power Company, its successors and assigns, a line of poles, with wire or wires thereon, together with the full and free right and privilege of entering upon and passing over said lands and premises for the [fol. 1312] purpose of erecting and maintaining said line of poles and wire or wires, together with every other right and privilege which may be or become necessary for the full and free transmission, use and enjoyment of the said power to be delivered to the said parties, their heirs and assigns, as aforesaid, provided, however, that in the event the South Carolina Power Company, its successors and assigns, in the erection of said plant or plants, shall raise or cause to be raised the water of said Saluda River to such height or extent that the same shall overflow and damage lands belonging, on the 28th day of May, 1903, to other persons than the said Julius D. Dreher, Bachman Dreher, Thad. W. Dreher, William Dreher, E. L. Dreher, Charles B. Dreher, Heber R. Dreher, Ernest S. Dreher and Martha E. Dreher, lying about and above Dreher's Ferry, hereinbefore mentioned, and the South Carolina Power Company, its successors and assigns, shall be compelled to pay or to suffer damages on account of back water, overflowing and flooding the same, then for each and every sum of Five Hundred Dollars ($500.00), which the South Carolina Power Company, its successors and assigns, shall pay or suffer as damages on account of said back water overflowing and flooding, one horsepower shall be deducted from

the amount of the horsepower herein reserved to be delivered to the said parties, their heirs and assigns as aforesaid; the said tract of land, together with the rights, privileges and easements and stipulations herein described, referred to and reserved, having been heretofore conveyed to L. I. Guion and G. A. Guignard by Martha E. Dreher, Julius D. Dreher, Bachman L. Dreher, Thaddeus W. Dreher, William C. Dreher, Edwin L. Dreher, H. R. Dreher, Charles B. Dreher and E. S. Dreher, by deed dated the 28th day of May, 1903, and recorded in the Office of the Clerk of Court of Lexington County on the 18th day of July, 1903, in Deed Book "VV," page 282.

17. Also, all that piece, parcel or strip of land lying and being situate in Lexington Township, County of Lexington and State aforesaid, containing two acres, more or less, and bounded by lands of C. M. Hendrix on the West, Saluda River on the North, Mrs. Scott Hendrix on the East and [fol. 1313] W. B. Roberts on the South; the same being a strip of land along said river wide enough to make the said area of two acres, together with all and singular the water rights and privileges in and along said river, the same having been heretofore conveyed to L. I. Guion and G. A. Guignard by W. B. Roberts by deed dated the 29th day of May, 1903, and recorded in the Office of the Clerk of Court of Lexington County on the 30th day of May, 1903, in Deed Book "UU," on page 497; provided, however, that the use and occupation of said land is reserved to West B. Roberts, his heirs and assigns, until covered by back or flood water, by reason of the erection of a dam or dams in and across Saluda River in the development of a water power thereon by South Carolina Power Company, its successors or assigns.

18. Also, all that piece, parcel, tract or island of land, lying and being situate in Saluda Township, in the County of Lexington, and State aforesaid, containing three acres, more or less, and surrounded by and being within the waters of the Saluda River, near Rauch's Shoals and about seven miles from Lexington Court House, together with all the water rights, titles and interest in and to the Saluda River in and around said island; the same having been heretofore conveyed to L. I. Guion and G. A. Guig-

nard by Julian E. Kaufmann, by deed dated the 10th day of June, 1904, and recorded in the Office of the Clerk of Court of Lexington County on the 10th day of June, 1904, in Book "WW," page 459; provided, however, that the free use and occupation of the said island is reserved to Julian E. Kaufmann, his heirs and assigns, until said South Carolina Power Company, its succesosrs and assigns, need and use the same in the development of a water power in and along Saluda River, or for backing water, overflowing and flooding the same by the erection of a dam or dams in and across said river.

19. Also, all that piece, parcel, tract or strip of land lying and being situate in Saluda Township, in the County of Lexington and State aforesaid, containing two acres, more or less, and bounded by the lands of Wingard on the West; James F. Kelly Wyse on the North; Swygert on the [fol. 1314] East, and by the waters of the Saluda River on the South; the same being a strip of land along and bordering on said river and parallel thereto; together with all and singular the water rights and privileges in and along said river; the same having been heretofore conveyed to L. I. Guion and G. A. Guignard by James F. Kelly Wyse, by deed dated the 20th day of June, 1903, and recorded in the Office of the Clerk of Court of Lexington County on the 1st day of July, 1903, in Deed Book "UU," on page 531; provided, however, that the ferry on said river, known as Wyse's Ferry, shall not be disturbed or interfered with by reason of the erection and maintenance of a dam or dams, power plant or plants, house or houses, on said river.

20. Also, all that piece, parcel or strip of land lying and being situate in Lexington Township, County of Lexington and State aforesaid, containing two and one-half acres, more or less, adjoining lands of G. Jacob Wingard, fronting on the south side of Saluda River, adjoining lands of S. H. Lever up said river and the Efird lands down said river; the same being a strip of land twenty-two (22) yards wide running along said river and surveyed by Samuel B. George, Surveyor, and shown upon a plat thereof made by him; the same having been heretofore conveyed to L. I. Guion and G. A. Guignard by G. Jacob Wingard, by deed dated the 3rd day of April, 1903, and

recorded in the Office of the Clerk of Court of Lexington County on the 25th day of April, 1903, in Deed Book "UU," on page 467; provided, that the right to use said strip of land is reserved to G. Jacob Wingard until needed by South Carolina Power Company, its successors and assigns, in the erection and maintenance of a dam or dams, power plant or plants, house or houses in, along and upon Saluda River; provided further, that when said power plant has been erected and in operation the South Carolina Power Company, its successors and assigns, shall furnish to said G. Jacob Wingard five (5) horsepower of power electrically developed.

21. Also, all that piece, parcel or strip of land lying and being situate in Lexington Township, in the County of Lexington and State aforesaid, containing three and one-[fol. 1315] third (3⅓) acres, more or less, and bounded by the lands of W. B. Roberts on the West; J. S. Roberts on the East; and Scott Hendrix, formerly Ethelyn R. Hendrix, on the South, and the waters of the Saluda River on the North; the same being a strip of land lying along said river and parallel thereto; and having been heretofore conveyed to L. I. Guion and G. A. Guignard by Ethelyn R. Hendrix and Scott Hendrix, by deed dated the 29th day of June, 1903, and recorded in the Office of the Clerk of Court of Lexington County on the 18th day of July, 1903, in Deed Book "UU," on page 550; provided, that the absolute use and control of the strip of land is reserved to Scott Hendrix until the same is covered, overflowed or damaged by the development of a water power in and along said river by South Carolina Power Company, its successors and assigns.

22. Also, all that piece, parcel or strip of land, lying and being situate in Lexington Township, County of Lexington and State aforesaid, containing one and one-half acres, more or less, and adjoining lands of S. H. Lever down the Saluda River; L. B. Boozer up said river and the lands of Jacob Wingard, and fronting on the south edge of Saluda River; the same being a strip of land twenty-two yards wide along said river, and shown upon a plat thereof made by Samuel B. George, Surveyor, dated

2nd day of April, 1903; said strip of land having been heretofore conveyed to L. I. Guion and G. A. Guignard by Jacob Wingard by deed dated 3rd day of April, 1903, and recorded in the Office of the Clerk of Court of Lexington County on the 25th day of July, 1903, in Deed Book "UU," on page 468; provided, that the use of said strip of land is reserved to Jacob Wingard until needed by South Carolina Power Company, its successors and assigns, in the development of a water power in and along said Saluda River.

23. Also, all that piece, parcel and strip of land lying and being situate in Lexington Township, in the County of Lexington and State aforesaid, containing one acre, more or less, and adjoining lands of Samuel H. Lever, bounded on North by Saluda River, and adjoining lands of Jacob Wingard up said river and G. Jacob Wingard down said river; the same being a strip of land twenty-two [fol. 1316] yards wide and having been heretofore conveyed to L. I. Guion and G. A. Guignard by Samuel H. Lever by deed dated the 3rd day of April, 1903, and recorded in the Office of the Clerk of Court of Lexington County on the 25th day of April, 1903, in Deed Book "UU," on page 459; provided, however, that the right to cultivate and use this strip of land is reserved to Samuel H. Lever until needed for developing a water power on the Saluda River.

24. Also, all that piece, parcel or strip of land lying and being situate in Lexington Township, County of Lexington and State aforesaid, and containing one-third of one acre, more or less, and adjoining the lands of L. Baylis Boozer, running on the south side of Saluda River and adjoining lands down said river of Jacob Wingard, and up said river of Mary J. Roberts and separated therefrom by the Eighteen Mile Creek; the same being a strip of land twenty-two yards wide along said river as surveyed and laid out by Samuel B. George, Surveyor, and shown on a plat thereof; the same having been heretofore conveyed to L. I. Guion and G. A. Guignard by L. Baylis Boozer, by deed dated the 3rd day of April, 1903, and recorded in the Office of the Clerk of Court of Lexington County, on the 25th day of April, 1903, in Deed Book "UU", on page 441; provided, that the right to use said strip of land is reserved to L.

Baylis Boozer until needed by South Carolina Power Company, its successors and assigns, for the purpose of backing water upon, overflowing or flooding the same by reason of a dam or dams erected in the development of a water power along the Saluda River.

25. Also, all that piece, parcel, strip or tract of land lying and being situate in Fork Township, County of Lexington and State aforesaid, containing six and three-fourths acres, more or less, and adjoining lands of E. L. Dreher and H. R. Dreher on the North; John A. Dreher on the East and John W. Dreher on the West; and the waters of Saluda River on the South; the same being surveyed on the 31st day of April, 1903, by G. A. Derrick, Surveyor, and shown upon a plat thereof; the said strip of land having been heretofore conveyed to L. I. Guion [fol. 1317] and G. A. Guignard by H. R. Dreher and E. L. Dreher by deed dated the 3rd day of April, 1903, and recorded in the Office of the Clerk of Court of Lexington County on the 25th day of April, 1903, in Deed Book "UU," on page 448; provided, that the right to use this land in any way E. L. Dreher and H. R. Dreher may see fit is reserved to them until demanded and needed for the purpose of developing a water power upon and along the Saluda River by South Carolina Power Company, its successors and assigns.

26. Also, all that piece, parcel and tract of land lying and being situate in Fork Township, in the County of Lexington and State aforesaid, containing six and one-fourth acres, more or less, and adjoining lands of Jacob W. Dreher on the north and H. R. and E. L. Dreher on the east, and George S. Swygert on the west, and by the waters of the Saluda River on the south; the same being surveyed on the 3rd day of April, 1903, by G. A. Derrick, Surveyor, and having been heretofore conveyed to L. I. Guion and G. A. Guignard by Jacob W. Dreher by deed dated the 3rd day of April, 1903, and recorded in the Office of the Clerk of Court of Lexington County on the 25th day of April, 1903, in Deed Book "UU", on page 452; provided, however, that the right to use said strip of land so conveyed is reserved to Jacob W. Dreher until needed by South Carolina Power Company and demanded for the purpose of constructing a canal, dam, power house or

houses or plant for backing water upon, overflowing or flooding with the waters of the Saluda River by reason of the development of a water power thereon.

27. Also, all that piece, parcel, tract or strip of land lying and being situate in Fork Township, County of Lexington and State aforesaid, containing eight and three-fourths acres, more or less, and adjoining lands of George S. Swygert on the North; J. W. Dreher on the East; and Job A. Swygert on the West, and by the waters of the Saluda River on the South; the same being surveyed and laid out by G. A. Derrick, Surveyor, on the 3rd day of April, 1903, and shown on a plat thereof; the said strip of land having been heretofore conveyed to L. I. Guion and G. A. Guignard by George S. Swygert by deed dated [fol. 1318] the 3rd day of April, 1903, and recorded in the Office of the Clerk of Court of Lexington County on the 25th day of April, 1903, in Deed Book "UU", on page 458; provided, however, the right to use said strip of land so conveyed is reserved to George S. Swygert until needed and demanded for the purpose of constructing a canal, dam or power house, or for backing water upon, overflowing and flooding the same by reason of the development of a water power on the Saluda River by South Carolina Power Company, its successors and assigns.

28. Also, all that piece, parcel or tract of land lying and being situate in Fork Township, County of Lexington and State aforesaid, containing five and one-fourth acres, more or less, and adjoining lands of John A. Dreher on the North; Thomas Shuler on the East; and the lands of the Estate of John J. Dreher on the West; and by the waters of the Saluda River on the South; the same being surveyed by G. A. Derrick, Surveyor, and shown upon a plat of the same; also all that piece, parcel or tract of land lying and being situate in Fork Township, County of Lexington and State aforesaid, containing five acres, more or less, bounded by the lands of J. A. Dreher on the North; on the East by lands of the Estate of John J. Dreher; and on the West by lands of E. L. and H. R. Dreher; and on the South by the waters of the Saluda River; the same being surveyed by G. A. Derrick, Surveyor, and shown upon a plat of the same; said tract of land having been heretofore conveyed to L. I. Guion and G. A. Guig-

nard by John A. Dreher by deed dated the 16th day of April, 1903, and recorded in the Office of the Clerk of Court of Lexington County on the 25th day of April, 1903, in Deed Book "VV", on page 238.

29. Also, all that piece, parcel, tract or strip of land lying and being situate in Fork Township, County of Lexington and State aforesaid, containing one and six-tenths of an acre, more or less, and adjoining lands of Job A. Swygert on the North; George S. Swygert on the East and J. B. Hyler on the West, and by the waters of the Saluda River on the South; the same being surveyed and laid out on the [fol. 1319] 3rd day of April, 1903, by George A. Derrick, Surveyor, and shown by plat of the same; said strip of land having been heretofore conveyed to L. I. Guion and G. A. Guignard by Job A. Swygert by deed dated the 3rd day of April, 1903, and recorded in the Office of the Clerk of Court of Lexington County on the 25th day of April, 1903, in Deed Book "UU", on page 464.

30. Also, all that tract, parcel and lot of land on the north side of Saluda River in Lexington County, State aforesaid, known as the Dreher Canal, containing thirteen and one-fifth acres, more or less, and being the same that was conveyed to the State of South Carolina by deeds of John A. Dreher and Thomas Shuler, in the year 1822, as shown by memoranda, deed and plats of record in the book of the Board of Public Works, on pages 42, 43 and 44, in the Office of the Secretary of State, and having been heretofore conveyed to L. I. Guion and G. A. Guignard, by deed dated the 22nd day of April, 1903, by D. C. Heyward, Governor of the State of South Carolina, U. X. Gunter, Jr., Attorney General of South Carolina, A. W. Jones, Comptroller General of South Carolina, R. H. Jennings, Treasurer of South Carolina, George S. Mower, Chairman of the Senate Finance Committee of the Senate of South Carolina, Altimont A. Moses, Chairman of the House Committee on Ways and Means of the House of Representatives of South Carolina, constituting the Commissioners of the Sinking Fund of the State of South Carolina; the said deed being recorded in the Office of the Clerk of Court of Lexington County on the 25th day of April, 1903, in Deed Book "VV", page 222; provided, however, that this conveyance is made subject to the terms, stipulations and

conditions contained in said deed to which reference is hereby made.

31. Also, all that piece, parcel or strip of land lying and being situate in Lexington Township, County of Lexington and State aforesaid, containing two acres, more or less, and adjoining lands of L. B. Dozier on the East; Reuben Corley on the West; Mary J. Roberts on the South and by the waters of the Saluda River on the North; the same being a strip of land along the Saluda River twenty-two yards wide; having been heretofore conveyed to L. I. [fol. 1320] Guion and G. A. Guignard by Mary J. Roberts and G. E. Roberts by deed dated the 23rd day of April, 1903, and recorded in the Office of the Clerk of Court of Lexington County on the 25th day of April, 1903, in Deed Book "UU", on page 460; provided, however, that the use of said strip of land is reserved to Mary J. Roberts and G. E. Roberts until the same is flooded or covered by water by reason of the development of a power plant on the Saluda River by South Carolina Power Company, its successors and assigns.

32. Also, all that piece, parcel or strip of land lying and being situate in Lexington Township, in the County of Lexington and State aforesaid, containing one and one-sixth acres, more or less, and adjoining lands of D. L. Harman on the east; John M. Caughman on the west; P. H. Cook on the south; and by the waters of the Saluda River on the North; the same being surveyed and laid out by Samuel B. George, Surveyor, twenty-two yards in width along said river; and having been heretofore conveyed to L. I. Guion and G. A. Guignard by P. H. Cook by deed dated the 23rd day of April, 1903, and recorded in the Office of the Clerk of Court of Lexington County on the 25th day of April, 1903, in Deed Book "UU", on page 444; provided, however, that the right to use this strip of land is reserved to P. H. Cook until the same is needed and used in the development of a water power in and along Saluda River by South Carolina Power Company, its successors and assigns, and the right of access to the water forever is also reserved to the said P. H. Cook.

33. Also, all that piece, parcel, tract or strip of land, lying and being situate in the County of Lexington and State aforesaid, containing one acre, more or less, and

adjoining lands of D. L. Harman on the East; P. H. Cook on the West; Edwin Harman on the South, and by the waters of the Saluda River on the North; the same being a strip of land twenty-two yards in width along said river, and having been heretofore conveyed to L. I. Guion and G. A. Guignard by Edwin Harman by deed dated the 23rd day of April, 1903, and recorded in the Office of the Clerk of the Court of Lexington County on the 25th day of April, 1903, in Deed Book "UU," page 456; provided, however, that the right to use the said land, or any part thereof, is [fol. 1321] reserved to Edwin Harman until covered with water by reason of the development of a water power on the Saluda River, and thereafter when not covered by water.

34. Also, all that piece, parcel, tract or strip of land lying and being situate in Lexington Township, County of Lexington, State aforesaid, containing one and three-fourths acres, more or less, and adjoining lands of Edwin Harman and H. B. Harman on the East, and P. H. Cook and T. E. Wingard on the West, and by the waters of the Saluda River on the North, and on all other sides by the lands of Dantzler L. Harman; the same being a strip of land twenty-two yards in width along and on both sides of Fry Branch eleven yards in width on each side, as surveyed and laid out by Samuel B. George, Surveyor; the said strip of land having been heretofore conveyed to L. I. Guion and G. A. Guignard by D. L. Harman by deed dated the 23rd day of April, 1903, and recorded in the Office of the Clerk of Court of Lexington County on the 25th day of April, 1903, in Deed Book "UU," page 455; provided, however, that the right to the use of said strip of land, so long as it is possible to cultivate the same, or it is not overflowed by the water of the Saluda River by reason of the development of a water power on the Saluda River by South Carolina Power Company, its successors and assigns, is reserved to Dantzler L. Harman.

35. Also, all that piece, parcel, strip or tract of land, lying and being situate in Lexington Township, County of Lexington and State aforesaid, containing one and one-seventh acres, more or less, and adjoining lands of B. B. Swygert on the East; D. L. Harman on the West, Hampton B. Harman on the North and South; the same being a strip of land on both sides of Fry Branch through the lands of Hampton

B. Harman, twenty-two yards wide, being eleven yards on each side of said branch; the same having been heretofore conveyed to L. I. Guion and G. A. Guignard by Hampton B. Harman by deed dated the 23rd day of April, 1903, and recorded on the 27th day of June, 1904, in Deed Book "WW," on page 446; provided, however, that the use of said land until needed for development of a water power on [fol. 1322] Saluda River by South Carolina Power Company, its successors and assigns, is reserved to Hampton B. Harman.

36. Also, all that piece, parcel or strip of land lying and being situate in Lexington Township, County of Lexington and State aforesaid, containing three and four-tenths acres, more or less, and adjoining lands of P. H. Cook on the East; and Leaphart lands on the West; and lands of Ellen Caughman on the South; and by the waters of the Saluda River on the North; the same being a strip of land along said river twenty-two yards wide as surveyed and laid out by Samuel B. George, Surveyor, and having been heretofore conveyed to L. I. Guion and G. A. Guignard by S. E. Caughman and J. M. Caughman by deed dated the 23rd of April, 1903, and recorded in the Office of the Clerk of Court of Lexington County on the 23rd day of April, 1903, in Deed Book "UU," on page 443; provided, however, the right to use the said strip of land is reserved to S. E. Caughman and J. M. Caughman until needed for the purpose of constructing a canal, dam, power house, or for backing water or overflowing or flooding the same therewith by reason of the development of a water power on Saluda River by South Carolina Power Company, its successors and assigns.

37. Also, all the right, privilege and option granted to L. I. Guion and G. A. Guignard by W. B. Roberts by deed dated the 29th day of May, 1903, to purchase from him such additional acres of his land at any time for the purpose of backing water upon, overflowing and flooding the same with water by reason of the development of a water power in and along Saluda River, the said land and also the said right, privilege and option being fully set forth in the said deed to which reference is hereby made.

38. Also, all the right, privilege and option granted to L. I. Guion and G. A. Guignard by James F. Kelly Wyse

by deed dated on the 20th day of June, 1903, to purchase from him such additional acres of his land at any time for the purpose of developing a water power in and along said river or backing water upon, overflowing or flooding the same in any manner in the development of a water power on Saluda River, the said land, and also the said right, [fol. 1323] privilege and option, being fully set forth in and by said deed to which reference is hereby made.

39. Also, all the right, privilege and option granted to L. I. Guion and G. A. Guignard by Jacob Wingard by deed dated the 3rd day of June, 1903, to purchase from him such additional acres of his land at any time for the purpose of backing water upon, overflowing and flooding the same, by reason of the erection of a dam or dams in and across said Saluda River, the said land and also the said right, privilege and option, being fully set out in and by said deed to which reference is hereby made.

40. Also, all the right, privilege and option granted to L. I. Guion and G. A. Guignard by Ethelyn R. Hendrix and Scott Hendrix by deed dated the 9th day of June, 1903, to purchase from them such additional acres of their land at any time for the purpose of developing a water power along the Saluda River, the said land, and also the said right, privilege and option, being fully set forth in and by said deed to which reference is hereby made.

41. Also, all the right, privilege and option granted to L. I. Guion and G. A. Guignard by Jacob Wingard by deed dated the 3rd day of April, 1903, to purchase from him such additional acres of his land at any time for the purpose of developing a water power on Saluda River, and for overflowing and backing water in said river, the said land, and also the said right, privilege and option, being fully set forth in and by said deed to which reference is hereby made.

42. Also, all the right, privilege and option granted to L. I. Guion and G. A. Guignard by S. H. Lever by deed dated the 3rd day of April, 1903, to purchase from him such additional acres of his land at any time for the purpose of developing a water power on Saluda River, and for overflowing and backing water in said river, the said land, and

also the said right, privilege and option being fully set forth in and by said deed to which reference is hereby made.

43. Also, all the right, privilege and option granted to L. I. Guion and G. A. Guignard by L. Baylis Boozer by deed dated the 3rd day of April, 1903, to purchase from him such additional acres of his land at any time for the purpose of backing water upon, overflowing and flooding the same, by [fol. 1324] reason of the erection of a dam or dams in and along Saluda River in the development of a water power on the Saluda River, the said land, and also the said right, privilege and option being fully set forth in and by said deed to which reference is hereby made.

44. Also, all the right, privilege and option granted to L. I. Guion and G. A. Guignard by E. L. Dreher and H. R. Dreher by deed dated the 3rd day of April, 1903, to purchase from them such additional acres of their land at any time for the purpose of constructing a canal, dam, power house or plant or for backing water upon, overflowing and flooding such lands with water from the Saluda River, by reason of the development of a water power thereon, the said lands, and also the said right, privilege and option being fully set forth in and by said deed to which reference is hereby made.

45. Also, all the rights, privileges and options granted to L. I. Guion and G. A. Guignard by Jacob W. Dreher by deed dated the 3rd day of April, 1903, to purchase from him such additional acres of his land at any time for the purpose of constructing a canal, dam or power house or plant for backing water upon, overflowing or flooding the same with the water of the Saluda River by reason of the development of a power plant thereon, the said land, and also the said rights, privileges and options, being fully set forth in and by the said deed to which reference is hereby made.

46. Also, all the right, privilege and option granted to L. I. Guion and G. A. Guignard by George S. Swygert, by deed dated the 3rd day of April, 1903, to purchase from him such additional acres of his land at any time for the purpose of constructing a canal, dam or power house, or for backing water upon, overflowing or flooding the same, by reason of the development of a water power on the

Saluda River, the said land and also the said right, privilege and option being fully set forth in and by said deed to which reference is hereby made.

47. Also, all the rights, privileges and options granted to L. I. Guion and G. A. Guignard by John A. Dreher by [fol. 1325] deed dated the 16th day of April, 1903, to purchase from him at any time such additional land, but not to include more than seventy-five acres of the hill lands adjoining the river bottom lands for the purpose of constructing a canal, dam and power house, and for backing water upon, overflowing or flooding the same, or freshlets, or both, by reason of the development of a water power on the Saluda River, the said lands, and also the said rights, privileges and options, being fully set forth in and by said deed to which reference is hereby made.

48. Also, all the right, privilege and option granted to L. I. Guion and G. A. Guignard by Job A. Swygert by deed dated the 3rd day of April, 1903, to purchase from him such additional acres of his land at any time for the purpose of constructing a canal, dam or power house, or backing water upon, overflowing or flooding the same with water of the Saluda River, by reason of the development of a water power on said river, the said lands, and also the said right, privilege and option being fully set forth in and by said deed to which reference is hereby made.

49. Also, all the right, privilege and option granted to L. I. Guion and G. A. Guignard by Mary J. Roberts and Geo. E. Roberts by deed dated the 23rd day of April, 1903, to purchase from them such additional acres of their land at any time for the purpose of developing a water power on the said Saluda River, the lands covered by this option being limited to such lands, however, as may be covered by back, overflow or flood water, or damaged thereby by reason of the development of a water power on Saluda River, the said lands and also the said right, privilege and option being fully set forth in and by said deed to which reference is hereby made.

50. Also, all the right, privilege and option granted to L. I. Guion and G. A. Guignard by Reuben Corley by deed dated the 23rd day of April, 1903, and recorded in the Office of the Clerk of Court of Lexington County on

the 23rd day of April, 1903, in Deed Book "UU", page 445, to acquire, purchase or own all that piece, parcel or strip of land lying and being situate in Lexington Township, County and State aforesaid, containing about ten acres, [fol. 1326] more or less, and adjoining lands of Mary J. Roberts on the East, Reuben Corley on the South, Edwin Harman on the West and the waters of the Saluda River on the North, said land being a strip of land along said River which may be damaged by backing water, flooding or overflowing by reason of the construction of a dam in said river in the development of a water power thereon, the said land, and also the said right, privilege and option to acquire, purchase or own the same, being fully set forth in and by said deed to which reference is hereby made.

51. Also, all the right, privilege and option granted to L. I. Guion and G. A. Guignard by P. H. Cook by deed dated the 23rd day of April, 1903, to purchase from him such additional acres of his land at any time for the purpose of constructing a canal, dam or power house, or for backing water upon, overflowing and flooding the same in the development of a water power on the Saluda River, said land and also the said right, privilege and option, being fully set forth in and by said deed to which reference is hereby made.

52. Also, all the right, privilege and option granted to L. I. Guion and G. A. Guignard by Edwin Harman by deed dated the 23rd day of April, 1903, to purchase from him the remainder of the tract of land from which the said strip hereinbefore described was cut, for the purpose of backing water upon, overflowing and flooding the same from the Saluda River, by reason of the development of a water power on the Saluda River, the right to be exercised under this option being conditioned upon the need of said remainder of said land, or any part thereof, in the development of said water power on the Saluda River.

53. Also, all the right, privilege and option granted to L. I. Guion and G. A. Guignard by Dantzler L. Harman by deed dated the 23rd day of April, 1903, to purchase from him such additional land, including at least four acres of hill land, that may be damaged by the overflowing, flooding or back water of Saluda River on account of a dam to be

constructed in the said river in the development of a water power thereon, said lands, and also said right, privilege and option, being fully set forth in and by said deed to which reference is hereby made.

[fol. 1327] 54. Also, all the right, privilege and option granted to L. I. Guion and G. A. Guignard by Hampton B. Harman by deed dated the 23rd day of April, 1903, to purchase from him such additional acres of his land at any time for the use in the development of a water power on the Saluda River, said lands, and also said right, privilege and option, being fully set forth in said deed to which reference is hereby made.

55. Also, all the right, privilege and option, granted to L. I. Guion and G. A. Guignard by Ellen Caughman and J. M. Caughman by deed dated the 23rd day of April, 1903, to purchase from them such additional acres of their land at any time for the purpose of constructing a canal, dam, power house or backing water upon, overflowing and flooding therewith by reason of the development of said power on the Saluda River, said land, and also said right, privilege and option, being fully set forth in said deed to which reference is hereby made.

Being the same premises conveyed to Columbia Railway, Gas & Electric Company by South Carolina Power Company by deed dated June 15th, 1925.

Property Formerly Owned by the Parr Shoals Power Company

All its right, title and interest in and to the following described lots, pieces and parcels of land and the appurtenances thereunto belonging:

Lands and Flowage Rights in the County of Lexington, in the State of South Carolina

1. Flowage rights over all that tract and parcel of land situated in the County of Lexington, South Carolina, containing three hundred (300) acres, more or less, and bounded on the north by lands of P. B. Lever; East by Broad River, and South by lands of Mrs. E. M. Epting, West by lands of John Eargle and O. L. Mayer, such

flooded portion containing by estimation five (5) acres, being the same easement that was conveyed to The Parr Shoals Power Company by Lizzie C. Wessinger, by deed dated December 30, 1905, and recorded in Lexington [fol. 1328] County, South Carolina, in Deed Book "Y.Y.", page 215.

2. Flowage rights over all that tract and parcel of land, situated in the County of Lexington, South Carolina, consisting of an island in Broad River, and bounded North by Broad River; East by Broad River; West by Broad River, and South by lands of Mrs. E. M. Epting, being the same easement that was conveyed to The Parr Shoals Power Company by O. L. Mayer, by deed dated October 20, 1906, and recorded in Lexington County, South Carolina, in Deed Book "Y.Y.", page 350.

3. All that tract and parcel of land, with the improvements thereon, situated in Lexington County, South Carolina, containing twenty-six (26) acres, more or less, and also seven (7) small islands contiguous thereto, and known as the Lever Tract, and bounded on the north by lands now or formerly of John Miller; east by Broad River; south by lands now or formerly of James E. Wessinger, and west by lands now or formerly of John Miller, being the same tract that was conveyed to The Parr Shoals Power Company by Henry L. Parr, by deed dated January 16, 1911, and recorded in Lexington County, South Carolina, in Deed Book 3 D, page 363.

4. Flowage rights over all that tract and parcel of land situated in Lexington County, South Carolina, containing two hundred and forty-six (246) acres, more or less, and bounded on the north by lands of J. E. Stuck and J. C. Hope; east by Broad River; south by lands of P. B. Lever and Jim Wessinger, and west by lands of J. W. Stuck, such flooded portion containing by estimation four and two-tenths (4 2/10) acres, being the same easement that was conveyed to The Parr Shoals Power Company by J. D. Miller, by deed dated March 10, 1905, and recorded in Lexington County, South Carolina, in Deed Book "Y.Y.", page 122.

5. Flowage rights over all that tract and parcel of land situated in Lexington County, South Carolina, containing

eight hundred and seventy-two (872) acres, more or less, and bounded on the north by lands of The Parr Shoals Power Company; east by Broad River; south by lands of [fol. 1329] J. D. Miller, and west by other lands of James C. Hope, such flooded portion not to exceed one hundred and thirty-one (131) acres, being the same easement that was conveyed to The Parr Shoals Power Company by James C. Hope, Martha F. Hope, Mary L. Hipp, James H. Hope, George A. Hope, and John J. Hope, by deed dated July 5, 1906, and recorded in Lexington County, South Carolina, in Deed Book "Y.Y.", page 313.

6. Flowage rights over all that tract and parcel of land situated in Lexington County, South Carolina, containing three hundred and forty-five (345) acres, more or less, and bounded on the north by Mower Place and lands of James P. Wilson; east by lands of J. C. Hope; south by lands of Martha E. Miller, Frances E. Lake and Kate Miller; west by lands of Willie Summer and Warren Epting, being the same easement that was conveyed to The Parr Shoals Power Company by Haskell E. Miller, by deed dated January 2, 1906, and recorded in Lexington County, South Carolina, in Deed Book "Y.Y.", page 213.

7. Flowage rights over all that tract and parcel of land situated in Lexington County, South Carolina, containing one hundred and thirty-five (135) acres, more or less, and bounded on the north by lands of Hughey; east by lands of J. F. Hobbs; south by lands of J. F. Miller, and west by lands of Dominick, being the same easement that was conveyed to The Parr Shoals Power Company by James P. Wilson, by deed dated December 16, 1905, and recorded in Lexington County, South Carolina, in Deed Book "Y.Y.", page 214.

8. Flowage rights over all that tract and parcel of land situated in Lexington County, South Carolina, containing five hundred and thirty-two (532) acres, more or less, and bounded on the north by lands of John Counts; east by Broad River; south by lands of J. C. Hope, and west by Columbia Road which separates it from lands of James P. Wilson, being the same easement that was reserved by The Parr Shoals Power Company in its deed dated May 23, 1906, and recorded in Lexington County, South Carolina, in Deed

Book "Y.Y.", page 294, the said tract of land having been conveyed to The Parr Shoals Power Company by deed dated November 20, 1905, and recorded in Lexington [fol. 1330] County, South Carolina, in Deed Book 'Y.Y.", page 186.

9. Flowage rights over all that tract and parcel of land situated in Lexington County, South Carolina, and bounded on the north by lands of Effie W. Eichelburger; east by Broad River; south by lands of John F. Hobbs, and west by lands of J. P. Wilson, being the same easement that was conveyed to The Parr Shoals Power Company by John P. Counts by deed dated December 28, 1906, and recorded in Lexington County, South Carolina, in Deed Book "Y.Y.", page 212.

10. Flowage rights over all that tract and parcel of land situated in Lexington County, South Carolina, being the southern portion of Mayer Island, and bounded on the north by lands of O. L. Mayer; east by Broad River; south by Broad River, and west by Broad River, being the same easement that was conveyed to The Parr Shoals Power Company by W. J. Derrick by deed dated July 3, 1909, and recorded in Lexington County, South Carolina, in Deed Book "D.D.D.," page 176.

11. All that tract and parcel of land, situated in Lexington County, South Carolina, containing one (1) acre, more or less, and bounded on the north by lands of George Swygert; east by Broad River; south by lands of W. T. Summer's estate, and west by lands of Susan E. Epting, being the same tract that was conveyed to The Parr Shoals Power Company by Henry L. Parr by deed dated May 21, 1908, and recorded in Lexington County, South Carolina, in Deed Book "C.C.C.," page 457.

Lands and Flowage Rights in the County of Newberry, in the State of South Carolina

12. Flowage rights over all that tract and parcel of land situated in Newberry County, South Carolina, and bounded on the north by lands of Robert Stuck and Jobe Hentz; east by lands of G. M. Mayer and J. A. Mayer; south by lands of Jim Miller, Warren Epting and Mose Hip, and west by

lands of Colonel D. A. Dickert, being the same easement that was conveyed to The Parr Shoals Power Company by Eugene A. Griffin, by deed dated July 12, 1909, and recorded [fol. 1331] in Newberry County, South Carolina, in Miscellaneous Record Book No. 3, page 161.

13. Flowage rights over all that tract and parcel of land situated in Newberry County, South Carolina, containing two hundred and twenty-three (223) acres, more or less, and bounded by lands of Job L. Hughey, Lucy Hendrix, Hughey's Ferry Road, and New Hope Church Road, being the same easement that was conveyed to The Parr Shoals Power Company by H. H. Rikard, Master for Newberry County, South Carolina, by deed dated March 3, 1906, and recorded in Newberry County, South Carolina, in Deed Book No. 13, page 365.

14. Flowage rights over all that tract and parcel of land situated in Newberry County, South Carolina, containing two hundred and twenty-four (224) acres, more or less, and bounded on the north by lands of the estates of T. H. Hentz and David Hipp; east by Broad River; south by lands of William David Hatton and Annie L. Hatton, and west by lands of L. A. Hendrix and others, being the same easement that was conveyed to The Parr Shoals Power Company by H. H. Rikard, Master for Newberry County, South Carolina, by deed dated March 3, 1906, and recorded in Newberry County, South Carolina, in Deed Book 13, page 366.

15. Flowage rights over all that tract and parcel of land situated in Newberry County, South Carolina, and bounded by lands of Job L. Hughey, Lucy A. Hendrix and Bachman Suber, and known as the "Lake Place," being the same easement that was conveyed to The Parr Shoals Power Company by Martha Hipp by deed dated December 29, 1905, and recorded in Newberry County, South Carolina, in Deed Book No. 13, page 332.

16. Flowage rights over all that tract and parcel of land situated in Newberry County, South Carolina, containing two hundred and forty-seven acres (247), more or less, and bounded on the north by lands of O. E. Hentz; east by Broad

River; south by lands of J. L. Hughey; and west by lands of estate of David Hipp, being the same easement that was conveyed to The Parr Shoals Power Company by Bachman M. Suber by deed dated December 11, 1905, and recorded in [fol. 1332] Newbery County, South Carolina, in Deed Book No. 13, page 301.

17. Flowage rights over all that tract and parcel of land situated in Newberry County, South Carolina, containing three hundred and eighteen (318) acres, more or less, and bounded on the north by lands of W. A. Hentz and estate of Crooks; east by Broad River; south by lands of B. M. Suber, and west by Columbia and Maybinton Road, being the same easement that was conveyed to The Parr Shoals Power Company by Edwin Olin by deed dated December 19, 1905, and recorded in Newberry County, South Carolina, in Deed Book No. 13, page 331.

18. Flowage rights over all that tract and parcel of land situated in Newberry County, South Carolina, containing one hundred and seven (107) acres, more or less, and bounded on the north by lands of estate of David Hipp; east by Broad River; south by lands of Dr. O. E. Hentz, and west by lands of H. A. Hentz, being the same easement that was conveyed to The Parr Shoals Power Company by W. A. Hentz by deed dated February 26, 1906, and recorded in Newberry County, South Carolina, in Deed Book No. 13, page 364.

19. Flowage rights over all that tract and parcel of land situated in Newberry County, South Carolina, containing three hundred and ten (310) acres, more or less, and bounded by lands of Wade W. Suber, William R. Hentz, J. B. Crooks, estate of Sam A. Woods and by Broad River, and known as Glymph Place, being the same easement that was conveyed to The Parr Shoals Power Company by Martha Hipp by deed dated December 29, 1905, and recorded in Newberry County, South Carolina, in Deed Book No. 13, page 332.

20. Flowage rights over all that tract and parcel of land situated in Newberry County, South Carolina, and bounded on the north by lands of W. H. Suber; east by Broad River; south by lands of David Hipp estate, and west by lands of

William Suber, being the same easement that was conveyed to The Parr Shoals Power Company by Myra Eargle by deed dated December 23, 1905, and recorded in Newberry [fol. 1333] County, South Carolina, in Deed Book No. 13, page 331.

21. Flowage rights over all that tract and parcel of land situated in Newberry County, South Carolina, containing ninety-two (92) acres, more or less, and bounded on the north by lands of J. J. Lane; east by Broad River; south by lands of Mrs. Myra Eargle; west by lands of W. H. Suber, said flooded portion containing by estimation forty-four one-hundredths (44/100) of an acre being the same easement that was conveyed to The Parr Shoals Power Company by W. H. Suber by deed dated December 23, 1905, and recorded in Newberry County, South Carolina, in Deed Book No. 13, page 332.

22. Flowage rights over all that tract and parcel of land situated in Newberry County, South Carolina, containing two hundred and eighty (280) acres, more or less, and bounded by lands of the estate of Daniel Suber, the estate of W. W. Suber, and D. P. Werts, being the same easement that was conveyed to The Parr Shoals Power Company by J. J. Lane by deed dated November 8, 1905, and recorded in Newberry County, South Carolna, in Deed Book No. 13, page 301.

23. Flowage rights over all that tract and parcel of land situated in Newberry County, South Carolina, containing sixty (60) acres, more or less, and bounded by lands of J. S. J. Suber, W. F. Brown, and D. P. Werts, being the same easement that was conveyed to The Parr Shoals Power Company by J. J. Lane by deed dated November 8, 1905, and recorded in Newberry County, South Carolina, in Deed Book No. 13, page 301.

24. Flowage rights over all that tract and parcel of land situated in Newberry County, South Carolina, containing seventy-eight (78) acres, more or less, and bounded by lands of D. P. Werts; east by Broad River; south by lands of J. J. Lane, being the same easement that was conveyed to The Parr Shoals Power Company by Myra Eargle by deed

dated December 23, 1905, and recorded in Newberry County, South Carolina, in Deed Book No. 13, page 331.

25. Flowage rights over all that tract and parcel of land situated in Newberry County, South Carolina, containing [fol. 1334] one hundred and eighty (180) acres, more or less, and bounded on the north by lands of J. J. Lane; east by Broad River; south by lands of J. J. Lane, and west by lands of D. A. Dickert, being the same easement that was conveyed to The Parr Shoals Power Company by J. R. Dickert by deed dated January 6, 1906, and recorded in Newberry County, South Carolina, in Deed Book No. 13, page 336.

26. Flowage rights over all that tract and parcel of land situated in Newberry County, South Carolina, containing three hundred and twenty-eight (328) acres, more or less, and bounded on the north by lands of Mrs. E. M. Suber; east by Broad River; south by lands of J. J. Lane, and west by lands of Mrs. Mattie Glymph being the same easement that was conveyed to The Parr Shoals Power Company by J. S. J. Suber by deed dated December 22, 1905, and recorded in Newberry County, South Carolina, in Deed Book 13, page 352.

27. Flowage rights over all that tract and parcel of land situated in Newberry County, South Carolina, containing four hundred and fifty (450) acres, more or less, and bounded by lands of William D. and Annie E. Hatton, lands of William Wilson, lands of John Counts and by Broad River, being the same easement that was conveyed to The Parr Shoals Power Company by James D. Wheeler by deed dated September 1, 1906, and recorded in Newberry County, South Carolina, in Deed Book No. 13, page 426.

Lands and Flowage Rights in the County of Fairfield, in the State of South Carolina

28. Flowage rights over all that tract and parcel of land situated in Fairfield County, South Carolina, and bounded on the north by lands of Miss L. R. Macon; east by Southern Railway; south by Macon Creek, and west by Broad River, being the same easement that was conveyed to The Parr Shoals Power Company by John Peoples by deed

dated January 11, 1906, and recorded in Fairfield County, South Carolina, in Deed Book "A.V.", page 382.

29. Flowage rights over all that tract and parcel of land situated in Fairfield County, South Carolina, containing [fol. 1335] one hundred and fifty (150) acres, more or less, and known as James D. Martin Place, and bounded on the north by lands of John Peoples and Dickert; east by lands of Dickert and of James; south by the Caldwell Cane Brake Place owned by J. J. McMahan, and west by Broad River, being the same easement that was conveyed to The Parr Shoals Power Company by John J. McMahan by deed dated July 13, 1912, and recorded in Fairfield County, South Carolina, in Deed Book "A.W.", page 380.

30. Flowage rights over all that tract and parcel of land situated in Fairfield County, South Carolina, containing three hundred and thirty-five (335) acres, more or less, and known as Caldwell Cane Brake Place and bounded on the north by J. D. Martin Place, now owned by John J. McMahan, and by lands formerly of Gladney Martin; east by lands of S. C. Lyles; south by lands of John J. McMahan, and west by Broad River, being the same easement that was conveyed to The Parr Shoals Power Company by John J. McMahan by deed dated July 13, 1912, and recorded in Fairfield County, South Carolina, in Deed Book "A.W.", page 380.

31. Flowage rights over all that tract and parcel of land situated in Fairfield County, South Carolina, containing two hundred (200) acres, more or less, and known as William Dawkins Place, and bounded on the north by lands of John J. McMahon and known as the Montgomery Place; east by lands of John J. McMahan and of McMeekin; south by lands formerly of Dawkins and later of Wicker and by Ladd, and west by Broad River, being the same easement that was conveyed to The Parr Shoals Power Company by John J. McMahan by deed dated July 13, 1912, and recorded in Fairfield County, South Carolina, in Deed Book "A.W.", page 380.

32. Flowage rights over all that tract and parcel of land situated in Fairfield County, South Carolina, containing six hundred and eighty (680) acres, more or less, and

known as the Montgomery Place, and bounded on the north by lands of John J. McMahan, known as Feaster Cane Brake Place, and by lands of S. C. Lyles; east by lands of S. C. Lyles and of McMeekin; south by lands of McMeekin and of John J. McMahan known as William Dawkins Place, and west by Broad River, being the same easement that [fol. 1336] was conveyed to The Parr Shoals Power Company by John J. McMahan by deed dated July 13, 1912, and recorded in Fairfield County, South Carolina, in Deed Book "A.W.", page 380.

33. Flowage rights over all that tract and parcel of land situated in Fairfield County, South Carolina, containing four hundred (400) acres, more or less and known as the Feaster Cane Brake Place, and bounded on the north by lands of John J. McMahan known as Caldwell Cane Brake Place; east by lands of S. C. Lyles; south by lands of John J. McMahan known as the Montgomery Place, and west by Broad River, being the same easement that was conveyed to The Parr Shoals Power Company by John J. McMahan by deed dated July 13, 1912, and recorded in Fairfield County, South Carolina, in Deed Book "A. W.", page 380.

34. Flowage rights over all that tract and parcel of land situated in Fairfield County, South Carolina, and bounded on the north by the Dawkins Place; east by lands of the estate of Mrs. Free; south by lands of William H. Lyles, and west by Broad River, being the same easement that was conveyed to The Parr Shoals Power Company by Lou A. C. Wicker by deed dated December 6, 1905, and recorded in Fairfield County, South Carolina, in Deed Book "A. V." page 379.

35. Flowage rights over all that tract and parcel of land situated in Fairfield County, South Carolina, containing three hundred and fifty-two and three-quarters acres (352¾), more or less, and bounded on the north by lands of Mrs. Ann Wicker; east by lands of N. S. Free and W. J. Free; south by lands of William H. Lyles, and west by Broad River, being the same easement that was conveyed to The Parr Shoals Power Company by D. R. Cole by deed dated February 23, 1906, and recorded in Fair-

field County, South Carolina, in Deed Book "A. V.", page 404.

36. All that tract and parcel of land, situated in Fairfield County, South Carolina, containing one hundred and eighty-three (183) acres, more or less, and bounded by lands of J. E. and J. W. Stuck, of Cole, the Southern Railway [fol. 1337] and Broad River, being the same tract that was conveyed to The Parr Shoals Power Company by A. L. Scott and H. L. Parr by deed dated October 4, 1905, and recorded in Fairfield County, South Carolina, in Deed Book "A. X.", page 1.

37. Flowage rights over all that tract and parcel of land situated in Fairfield County, South Carolina, and bounded on the north by lands of William H. Lyles; east by lands of Sam Alston; south by lands of Sam Alston, and west by Broad River, being the same easement that was conveyed to The Parr Shoals Power Company by J. E. Stuck and J. W. Stuck by deed dated January 13, 1906, and recorded in Fairfield County, South Carolina, in Deed Book "A. V.", page 380.

38. Flowage rights over all that tract and parcel of land situated in Fairfield County, South Carolina, and bounded on the north by lands of J. W. Stuck and J. E. Stuck; east by lands of A. G. Furman and W. L. Holley; south by lands of W. L. Holley and The Parr Shoals Power Company, and west by Broad River, being the same easement that was conveyed to The Parr Shoals Power Company by James G. Norris by deed dated December 22, 1910, and recorded in Fairfield County, South Carolina, in Deed Book "A. W.", page 184.

39. Flowage rights over all that tract and parcel of land situated in Fairfield County, South Carolina, containing twenty-four (24) acres, more or less, and bounded on the north by lands of E. S. Alston; east by lands of Mrs. Charlotte E. Holley; south by lands of R. B. Holley, and west by lands of Broad River, such flooded portion containing by estimation twenty-two (22) acres, being the same easement that was conveyed to The Parr Shoals Power Company by Charlotte E. Holley by deed dated (blank)

1906, and recorded in Fairfield County, South Carolina, in Deed Book "A. V.", page 449.

40. Flowage rights over all that tract and parcel of land situated in Fairfield County, South Carolina, containing one hundred and thirty (130) acres, more or less, and bounded on the north by lands of W. L. Holley and C. E. Holley; east by lands of W. L. Holley and C. E. Holley; south by lands of Mrs. Mary C. Rabb, and west by Broad [fol. 1338] River, such flooded portion containing by estimation thirty-two and one-sixth (32 1/6) acres, being the same easement that was conveyed to The Parr Shoals Power Company by P. B. M. Holley by deed dated December 31, 1905, and recorded in Fairfield County, South Carolina, in Deed Book "A. V.", page 398.

41. Flowage rights over all that tract and parcel of land situated in Fairfield County, South Carolina, containing five hundred and twenty-six (526) acres, more or less, and bounded on the north and northwest by lands of Mrs. Mollie Murphy, or the estate of D. S. Murphy; east by lands of William A. Mayo; south by lands of Isaac Parr and Henry L. Parr, west by Broad River, being the same easement over the tract that was conveyed to The Parr Shoals Power Company by Henry L. Parr by deed dated October 4, 1905, and recorded in Fairfield County, South Carolina, in Deed Book "A. U.", page 638, and which was conveyed by The Parr Shoals Power Company to S. S. Curry and recorded in Fairfield County, South Carolina, in Deed Book "A. V.", page 520, which deed conveyed to said S. S. Curry five hundred and five (505) acres, over which flowage rights were reserved, the twenty-one (21) acres not conveyed being next hereafter described.

42. All that tract and parcel of land situated in Fairfield County, South Carolina, containing twenty-one (21) acres, more or less, lying between and bounded by Southern Railway, Broad River, Mayo Creek and lands of Henry L. Parr, being a part of the tract that was conveyed to The Parr Shoals Power Company by Henry L. Parr, by deed dated October 4, 1905, and recorded in Fairfield County, South Carolina, in Deed Book "A. U.", page 638.

43. All lands situate in Fairfield County, South Carolina, on the east side of Broad River, contiguous to Broad River and its waters, conveyed to The Parr Shoals Power Company by Henry L. Parr by deed dated January 16th, 1911, and recorded in the Office of the Clerk of the Court of Common Pleas and General Sessions for Fairfield County on the 25th day of January, A. D. 1911, in Deed Book "A. W.", pages 187, 188, 189, 190 and 191, and recorded in the Office of the Clerk of the Court of Common Pleas and [fol. 1339] General Sessions for Lexington County on the 28th day of January, A. D. 1911, in book "3-D" of Deeds, pages 363 and 364.

44. All that tract and parcel of land situated in Fairfield County, South Carolina, being known as Pearson's or Parr Island, being the same tract or island that was conveyed to The Parr Shoals Power Company by Henry L. Parr by deed dated January 16, 1911, and recorded in Fairfield County, South Carolina, in Deed Book "A. W.", page 187.

45. Flowage rights over all that tract and parcel of land situated in Fairfield County, South Carolina, and bounded on the north by lands formerly of Mary Rabb; south by lands now or formerly of Mrs. Mollie Murphy, and west by Broad River, being the same easement that was conveyed to The Parr Shoals Power Company by Henry L. Parr by deed dated January 16, 1911, and recorded in Fairfield County, South Carolina, in Deed Book "A. W.", page 187.

46. Flowage rights over all that tract and parcel of land situated in Fairfield County, South Carolina, containing four hundred and sixty-five (465) acres, more or less, and bounded on the north by lands of Henry L. Parr; east by Southern Railway; south by lands of Henry L. Parr, west by Broad River, such flooded portion containing by estimation forty-three and forty-seven one hundredths (43-47/100) acres, being the same easement that was conveyed to The Parr Shoals Power Company by Mrs. Mollie F. Murphy by deed dated December 27, 1905, and recorded in Fairfield County, South Carolina, in Deed Book "A. V.", page 382.

47. Flowage rights over all that tract of land situated in Fairfield County, South Carolina, and bounded on the north by lands of Mrs. Mollie F. Murphy; south by lands formerly of estate of Mayo now of The Parr Shoals Power Company, and west by Broad River, being the same easement that was conveyed to The Parr Shoals Power Company by Henry L. Parr by deed dated January 16, 1911, and recorded in Fairfield County, South Carolina, in Deed Book "A. W.", page 187.

48. All that tract or parcel of land situated in Fairfield [fol. 1340] County, South Carolina, containing three hundred and twenty (320) acres, more or less, and bounded by lands of Mrs. C. E. Holley, by lands of Henry L. Parr, by lands of S. W. Des Portes, formerly of J. Belton Lever and by Broad River, being the same tract of land that was conveyed to The Parr Shoals Power Company by deed dated October 14, 1905, and recorded in Fairfield County, South Carolina, in Deed Book "A. U.", page 638.

49. All that piece, parcel or tract of land, situate, lying and being in Fairfield County, South Carolina, containing ninety-eight (98) acres, more or less, bounded by lands of The Parr Shoals Power Company and Estate lands of Charlotte E. Holley, being the same tract of land conveyed to The Parr Shoals Power Company by deed dated July 2nd, 1912, and recorded in Office of the Clerk of Court for Fairfield County in Deed Book "B. D.", page 226.

Being the same premises conveyed to Columbia Railway, Gas & Electric Company by The Parr Shoals Power Company by deed dated June 15th, 1925.

Property Formerly Owned by Columbia Gas Light Company

All its right, title and interest in and to the following described lots, pieces and parcels of land and the appurtenances thereunto belonging:

All that certain piece, parcel or lot of land with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being the eastern half of the square bounded on the north by Plain Street; east by Huger Street; south by Washing-

ton Street, and west by Williams Street, and containing two (2) acres, more or less.

Being the same premises conveyed to Columbia Railway, Gas & Electric Company by Columbia Gas Light Company by deed dated June 15th, 1925.

Property Formerly Owned by Public Service Company of South Carolina

All that certain pice, parcel or lot of land, with the improvements thereon, situate, lying and being in the Town [fol. 1341] of Eau Claire, County of Richland, State of South Carolina, about two miles north of the City of Columbia, known as lot No. 12, on a plat of Eau Claire heretofore made by A. G. La Motte, Surveyor, being in shape a parallelogram measuring on its northern and southern sides 100′ and on its eastern and western sides 62′ 6″, bounded north by Sixth Avenue; east by a street shown on said plat in part coincident with the Monticello Road, south by lot No. 13 on said plat, and west by lot No. 11, being lot conveyed to Edwin W. Robertson by Casper Goldstein by deed dated March 24th, 1904.

2. A right of way 100′ in width through all that lot of land situate in the town of Eau Claire, County of Richland, State of South Carolina, being lot No. 13 on a plat of said town made by A. G. La Motte, Surveyor, dated April 26th, 1903, bounded east by Monticello Road and measuring thereon 62′, more or less; North by lot of Goldstein, and South by lot of Hyatt, and being the right of way conveyed to said Edwin W. Robertson by indenture dated March, 1904.

Being the same premises conveyed to Columbia Railway, Gas & Electric Company by Public Service Company of South Carolina by deed dated June 15th, 1925.

Property Owned by Columbia Railway, Gas & Electric Company

All its right, title and interest in and to the following described lots, pieces and parcels of land and the appurtenances thereunto belonging:

1. All that lot or parcel of land, with the buildings and improvements thereon, situate in the City of Columbia,

County or Richland, State of South Carolina, on the southwest corner of Washington and Assembly Streets, generally known as the substation lot, containing one-third of an acre, more or less; said lot fronting on Assembly Street one hundred and twelve (112) feet, more or less; on Washington Street one hundred and fifty-seven (157) feet six inches, more or less; said lot being bounded on the north by Wash- [fol. 1342] ington Street; east by Assembly Street; south by lot of Benjamin Williams, and west by lot of Thomas A. Boyne.

2. All that piece, parcel or square of land together with the improvements thereon situate in the City of Columbia, County of Richland, State of South Carolina, bounded north by Rice Street; south by Tobacco Street; east by Sumter Street, and west by Main Street, saving and excepting therefrom that certain piece, parcel or tract of land with the improvements thereon beginning at a point sixty-five and 8/10 feet (65.8') west of the intersection of Tobacco and Sumter Streets and extending westwardly along Tobacco Street a distance of fifty-nine and 55/100 (59.55') feet and extending back therefrom in parallel lines a distance of two hundred feet (200'), and bounded north, east and west by other property of this grantor.

3. All that piece, parcel or tract of land, with the buildings and improvements thereon, known as the "Steam Plant," situated in the City of Columbia, County of Richland, State of South Carolina, being the western half of the square bounded on the north by Plain Street; east by Huger Street; south by Washington Street, and west by Williams Street, and containing two (2) acres, more or less.

4. All that lot or parcel of land near the City of Columbia, in the County of Richland, State of South Carolina, near the junction of the Broad and Saluda rivers, containing twenty-eight (28) acres, and known as "Big Island." Also that lot or parcel of land near the City of Columbia, in the County of Richland, State of South Carolina, located to the east of "Big Island," containing three (3) acres, and known as Lond Island. The said two lots so described are islands at or near the junction of the Broad and Saluda Rivers, which form the Congaree River.

Also all that piece, parcel or lot of land situate, lying and being in the State of South Carolina, in the waters of the Congaree River, and containing seventeen (17) acres, more or less, the same being the northern three islands of a group of four, which are marked and designated "M" on a plat of a plantation of land known as "Rising Hopes Farm," in the County of Lexington and State aforesaid.

5. All that certain piece, parcel or lot of land situate, [fol. 1343] lying and being at the northwestern corner of the Intersection of Fifth Avenue and First Street (which is in part coincident with the Monticello Road) in the Town of Eau Claire, in the County of Richland, State of South Carolina, being in shape a parallelogram measuring on its northern and southern sides seventy (70) feet, and on its eastern and western sides three hundred (300) feet, more or less, being bounded on the north by lot number 13 on a plat of Eau Claire heretofore made by A. Gamewell La Motte, C. E.; on the east by the said First Street; on the south by said Fifth Avenue, and on the west by lot of Frederick H. Hyatt; except the lot conveyed to said Frederick H. Hyatt, by deed dated April 14th, A. D. 1906, and recorded on June 5th, A. D. 1906, in book "AO" of deeds, page 114, and being a strip off the western side of a lot conveyed by said Hyatt to Columbia Railway, Gas & Electric Company by deed dated June 4th, A. D. 1904, and recorded in the clerk's office for Richland County, South Carolina, in Book of Deeds "A. J." at page 374.

6. All that lot or parcel of land, with the buildings and improvements thereon, situate about two (2) miles from the City of Columbia, in the Town of Eau Claire, a suburb of said City of Columbia, in the County of Richland, State of South Carolina, containing about fifteen acres of land; bounded on the north by Fifth Avenue; east by First Street; south by Third Avenue, and on the west by Park Street.

7. All the following described lots or parcels of land, and buildings thereon, situate in the City of Columbia, County of Richland, State of South Carolina, to-wit: One square of four (4) acres, more or less, bounded by Gervais, Lady, Gist and Williams Streets; also one square of four (4) acres, more or less, bounded by Lady, Washington,

Huger and Williams Streets; also one-half of a square consisting of two (2) acres, more or less, being the western half of square bounded by Gervais, Lady, Williams and Huger Streets, except so much of said half square as was conveyed by The Columbia Water Power Company to Louisa H. Green by deed dated the 28th day of November, 1894. Also all of that lot or lots, parcel or parcels of lands, [fol. 1344] situate in the City of Columbia, State aforesaid, and containing two (2) acres and two-thirds (⅔) of one acre, more or less, bounded north by Gervais Street, east by Gist Street, into which it extends fifty-five (55) feet, one and one-half (1½) inches, more or less, to a depth of one hundred and eighteen and one-half (118½) feet, more or less, south by Senate Street and lands of S. A. Pearce, and west by the Columbia Canal (separating a strip of it forty (40) feet by two hundred and eight and two-thirds (208⅔) feet, more or less, from land of S. A. Pearce) and Congaree River.

8. All of that piece, parcel or lot of land situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, containing two (2) acres, more or less, bounded north by Gervais Street and measuring thereon four hundred and seventeen (417) feet four (4) inches, east by Williams Street and measuring thereon two hundred and eight (208) feet eight (8) inches, south by land of Marion E. Green, E. Pollard and T. J. and H. M. Gibson, west by Gist Street and lands late of Miss Sarah Green. Also all that square of land situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, containing four (4) acres, more or less, bounded north by Plain Street; east by Williams Street; south by Washington Street, and west by Gist Street, the two foregoing lots of land being the premises conveyed by W. H. Chew, as Trustee, to The Columbia Water Power Company by deed dated November 18th, 1891. Also all that piece, parcel or tract of land situate, lying and being in the County of Lexington, State of South Carolina, containing twenty-six (26) acres, more or less, bounded north by land belonging to the Columbia Mills Company; east by road leading to Guignard's Brick Yard; south by lands of Jane B. Guignard, and west by old Charleston State Road, being a part of a tract of land conveyed by W. H.

Chew, as trustee, to The Columbia Water Power Company by deed dated November 18th, 1891, except the following tracts of land: (A) A lot of land conveyed by Columbia Railway, Gas and Electric Company to D. J. Douglas by deed dated August 31st, 1912, recorded in the Office of the Clerk of Court for Lexington County in Book of Deeds [fol. 1345] "3-J", page 235, on September 6th, 1912; (B). A lot of land conveyed by Columbia Railway, Gas and Electric Company to D. J. Douglas by deed dated March 31st, 1913, recorded in the Office of the Clerk of Court for Lexington County in Book of Deeds "3-J", page 488, on May 9th, 1913; (C). A lot containing seven and 36/100 (7.36) acres of land conveyed by Columbia Railway, Gas and Electric Company to Mount Vernon-Woodberry Mills, Inc. by deed dated January 2nd, 1917, recorded in the Office of the Clerk of Court for Lexington County in Deed Book "3-O", at page 142, on January 3rd, 1917; (D). A lot of land conveyed by Columbia Railway, Gas and Electric Company to Joel W. Riser by deed dated April 28th, 1919, recorded in the Office of the Clerk of Court for Lexington County in Deed Book "3-O", at page 633, on April 29th, 1919.

9. All that piece, parcel or lot of land situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, containing one-half (½) of one (1) acre, more or less, and situate on the north side of Senate Street, between Gist and Williams Streets, and bounded as follows: South by Senate Street; west by the lot numbered six (6) in the original plan of said City, and north and east by land now or formerly belonging to the estate of Dr. John Green; being the premises conveyed by John E. Heise, executor, by deed dated May 27th, 1892, to The Columbia Water Power Company.

10. All that piece, parcel or lot of land situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, containing one (1) acre, more or less, bounded north by lot formerly of Louisa H. Green; east by lot of Edward Pollard; south by Senate Street, and west by Gist Street; being the premises conveyed by Julia A. Gibson and Thomas J. Gibson to The Columbia Water Power Company by deeds dated November 16th, 1891, and December 4th, 1891.

11. All that piece, parcel or lot of land situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, containing one-half (½) acre, more or less, bounded north by lot of The Columbia Water Power Company; east by Williams Street, and measuring [fol. 1346] thereon two hundred and eight (208) feet, more or less, south by Senate Street, and measuring thereon one hundred and four (104) feet, more or less, and west by lot of estate of Edward Pollard, said lot being in shape a rectangular parallelogram; being the premises conveyed to The Columbia Water Power Company by deed of Marion E. Green, dated May 25th, 1892.

12. All that piece, parcel or lot of land situate in the City of Columbia, County of Richland, State of South Carolina, bounded on the north by the southern line of Washington Street; east by the extension of the eastern line of Gist Street, and south and west by the eastern boundary line of the right of way of the Columbia Canal, said parcel of land being a part of what was known as Gist Street, which said parcel of land was conveyed by the City of Columbia to The Columbia Water Power Company by deed of date May 8th, 1894.

13. All those three certain pieces, parcels or tracts of land together with the improvements thereon situate, lying and being about three (3) miles north of the City of Columbia, on the western side of and near the Monticello Road, in the County of Richland, and the State of South Carolina, containing approximately one hundred thirty and ¾ (130¾) acres, 43/100 acres, and one hundred thirteen and 3/10 (113.3) acres respectively, and described as follows:

First. Tract containing one hundred thirty and ¾ (130¾) acres, more or less, being irregular in shape and bounded by lands of L. T. Wilds and F. H. Hyatt, by the parcel next below described, by lands of L. T. Wilds and by Crane Creek, and having such shape, marks, metes and bounds as are shown and delineated on a plat thereof heretofore made by J. G. Guignard, surveyor, on April 4th, A. D. 1899, recorded in the Office of the Clerk of the Court for Richland County, South Carolina, in book of plats "A," at page 90, whereon the said tract is designated as parcels "A" and "B," containing sixty-six and one-half

(66½) acres and sixty-four and one-fourth (64¼) acres, respectively.

Second. Strip of land adjoining the tract of land above described and connecting the same with the Monticello [fol. 1347] Road, being in shape a parallelogram measuring fifty feet (50'), in width by three hundred and seventy-eight and eight-tenths (378.8) feet in length and containing forty-three one-hundredths (43/100) of an acre, more or less, extending from the Monticello Road westward to the tract above described, being bounded on the north by land now or formerly of L. T. Wilds; on the east by said Monticello Road; on the south by lands now or formerly of L. T. Wilds and F. H. Hyatt, and on the west by the tract above described, the said strip being designated on the plat hereinabove mentioned in the description of Lot 21—First as parcel "C" and thereon referred to as "connecting strip to Monticello Road."

Third. Tract containing one hundred thirteen and 3/10 (113.3) acres, more or less, being irregular in shape and bounded by lands formerly of The Columbia Trust Company, by a private road extending west from the Monticello Road and separating said parcel from the lands of L. T. Wilds; by lands of F. H. Hyatt, formerly of Hyatt and Wilds, and by Crane Creek, the center of the run being the line, and having such shape, marks, bounds, courses and distances as are shown and delineated on a certain plat heretofore made by T. J. Killibrew, C. E., dated May 9th, A. D. 1904, whereupon the said tract is designated by the letters A, B, C, D, E, F, G, H, I and J, and embraced within the lines connecting said letters; said tract being a part of a tract of land wherein Louis T. Wilds conveyed his undivided interest to Frederick H. Hyatt by deed dated September 29th, 1903, recorded in the Office of the Clerk of Court for Richland County, South Carolina, in Book of Deeds "AH," at page 585.

Except so much of said three tracts of land as was conveyed as follows: (A). A tract of land and a right of way and roadway and a strip of land conveyed by Columbia Railway, Gas and Electric Company to Ridgewood Club, by deed dated July 1st, 1911, recorded in the Office of the Clerk of Court for Richland County in book of deeds

"BA," at page 54, on the 17th day of July, 1911, and containing seventeen and 41/100 (17.41) acres, more or less, as described in said deed; (B). A tract of land conveyed by [fol. 1348] Columbia Railway, Gas and Electric Company to Ridgewood Club by deed dated October 27th, 1913, recorded in the Office of the Clerk of Court for Richland County in Book of Deeds "BF," at page 192, on November 6, 1913, containing approximately ten and 25/100 (10.25) acres.

14. All that property lying in Lexington County on both sides of Saluda River known as Saluda Cotton Mills property consisting of one hundred and five (105) acres of land on south side of said river, eighty-four acres on north side of same and fourteen acres of land on the rocky part of said Saluda River known as Beard's Falls; and also tract of twenty-nine and one-half (29½) acres lying on Double Branches, waters of Saluda River formerly belonging to the heirs of Michall Hook, all of which said tracts of land being the property formerly belonging to L. D. Childs, Wm. Johnston and John B. Palmer and which are more particularly described and set forth in a deed of conveyance from L. D. Childs to Wm. Johnston for his interest therein, said deed having date the 9th day of January, 1873, being the same premises conveyed to the Columbia Railway, Gas and Electric Company by Saluda Manufacturing Company by deed dated June 30th, 1911, and recorded in the Office of the Clerk of Court for Lexington County in book of deeds "3-D," at page 458.

15. All that certain parcel, piece or lot of land, with the improvements thereon, situate, lying and being on the western side of Sumter Street, between Lady and Gervais Streets, in the City of Columbia, County of Richland, State of South Carolina, being in shape a rectangle, measuring on its northern and southern sides one hundred sixteen feet six inches (116' 6"); and on its eastern and western sides seventy-seven feet (77'); being bounded on the north by lot of E. W. Robertson, formerly of Argus Investment Company; on the east by said Sumter Street; on the south by lot of Melton and Kohn, formerly of Mutual Building and Loan Association, and on the west by lot of said Edwin W. Robertson, formerly of Argus Investment Company, said lot being and embracing lots Nos. 1, 2 and 3 as shown

and delineated on a plat of the property of said Argus [fol. 1349] Investment Company made by T. C. Hamby, C. E. (H. L. Haynesworth, Field Engineer), dated 12th April, 1913, and being the same lot conveyed by Argus Investment Company to Columbia Railway, Gas and Electric Company by deed dated June 20th, 1913, and recorded in the Office of the Clerk of Court for Richland County in Book of Deeds "BF," at page 149, on July 29th, 1913.

16. All that property situate, lying and being in the State of South Carolina, in and near the City of Columbia, known as the Columbia Canal, and the lands held therewith, acquired under the Acts of the General Assembly of the State of South Carolina, with reference thereto or otherwise, from its source at Bull's Sluice through its whole length to the point where it empties into the Congaree River, at or near the mount of Rocky Branch, including all lands, easements, rights of way, rights of overflow and appurtenances acquired by the Board of Trustees of the Columbia Canal in the development of the same, or otherwise, whether in Richland County or Lexington County, together with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging or in any wise incident or appertaining, and together with all the rights and franchises conferred by the Acts of the General Assembly of the State of South Carolina on the said Board of Trustees of the Columbia Canal; the property, rights, privileges and franchises hereby conveyed being the same as were conveyed to The Columbia Water Power Company by the Board of Trustees of the Columbia Canal by deed dated the twentieth (20) day of January, A. D., eighteen hundred and ninety-two (1892), excepting therefrom the right of the Columbia Mills Company of South Carolina to that part of the western embankement of the said Canal, conveyed to it on the second (2nd) day of March, A. D., eighteen hundred and ninety-four (1894) by The Columbia Water Power Company. Also the power station formerly of The Columbia Water Power Company, located on the western bank of the Columbia Canal near Gervais Street, in the City of Columbia, including the turbine water-wheels, dynamos, governors, switchboards, and all other machinery therein, except a switchboard and [fol. 1350] connection which belong to the State of South

Carolina, it being specifically understood and agreed, however, as a part of the consideration for the conveyance of the above described Columbia Canal and appurtenances, that the Broad River Power Company shall faithfully perform and carry out all the terms and provisions of a certain contract entered into on April 2nd, 1925, by and between Columbia Railway, Gas & Electric Company and the State of South Carolina, pursuant to an Act of the General Assembly of South Carolina, entitled "An Act to validate, ratify and confirm an agreement entered into between the State of South Carolina and Columbia Railway, Gas and Electric Company, relating to the Columbia Canal," approved the 24th day of March, A. D., 1925.

17. All poles, including those used exclusively for street railway, wires, cross arms, insulators, transformers, services, meters, conduits, cables, guys, and appurtenances thereto, and all other property used for the distribution and transmission of electricity for light, heat and power in the State of South Carolina.

18. Any and all property of every kind, nature and description, real, personal and mixed, tangible and intangible, together with all rights, privileges, easements, appurtenances and franchises, not herein expressly retained by Columbia Railway, Gas and Electric Company.

Saving and excepting, and Columbia Railway, Gas and Electric Company expressly retains the following:

(a) Its franchises to operate and maintain its street railway in the County of Richland, State of South Carolina, within and without the City of Columbia and other municipal corporations in said County.

(b) All easements, rights of way, rights and privileges necessary for operation of said street railway.

(c) All street cars, tracks, ties, overhead conductors, brackets, spans, tools, repair equipment, material and supplies used or useful exclusively for street railway purposes.

(d) All that lot or parcel of land situate in the County of Richland, State of South Carolina, and more particularly [fol. 1351] described and bounded as follows: Beginning at a point on lands of T. J. Harper opposite the intersection of Olympia Avenue and Bluff public highway and running thence in a straight line eleven hundred and fifteen (1,115)

feet to the property line of The State Agricultural and Mechanical Society at a point thereon four hundred and thirty-eight (438) feet from the corner of the property of the said State Agricultural and Mechanical Society on Bluff public highway, the strip of land so described being thirty (30) feet in width.

Together with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging, or in any wise incident or appertaining.

To have and to hold all and singular the premises before mentioned unto the said Broad River Power Company, its successors and assigns forever.

The property hereinbefore described as having been formerly owned by The Parr Shoals Power Company is subject, nevertheless, as to the property thereby covered, to the lien of a certain First Mortgage and Deed of Trust made, executed and delivered by The Parr Shoals Power Company to Columbia-Knickerbocker Trust Company, now Irving Bank-Columbia Trust Company, as Trustee, dated August 1, 1912.

The property hereinbefore described as having been formerly owned by Columbia Railway, Gas & Electric Comjany is subject, nevertheless, as to the property thereby covered, to the lien of a certain First Mortgage and Deed of Trust made, executed and delivered by Columbia Railway, Gas & Electric Company to Knickerbocker Trust Company, now Irving Bank-Columbia Trust Company, as Trustee, dated July 1, 1911, and also to the mortgage of the Columbia Canal made, executed and delivered by the Board of Trustees of the Columbia Canal to Wilie Jones, George R. Wright and J. Q. Marshall, as Trustees, dated February 1, 1888.

[fol. 1352] The property hereinbefore described as having been formerly owned by Columbia Gas Light Company is subject, nevertheless, as to the property thereby covered, to the lien of a certain mortgage made, executed and delivered by Columbia Gas Light Company to The New York Trust Company, as Trustee, dated July 1, 1906.

All of the property hereinbefore described is subject, nevertheless, to the lien of the Supplemental Indenture made, executed and delivered by Columbia Railway, Gas & Electric Company to Irving Bank-Columbia Trust Company, as Trustee, dated June 15, 1925.

And said Columbia Railway, Gas & Electric Company does hereby bind itself and its successors to warrant and forever defend all and singular the said premises unto the said Broad River Power Company, its successors and assigns against itself and its successors lawfully claiming or to claim the same or any part thereof.

In witness whereof the Columbia Railway, Gas & Electric Company has caused these presents to be signed by W. S. Barstow, its President, and its corporate seal to be hereto affixed this 15th day of June in the year of our Lord one thousand nine hundred and twenty-five and in the one hundred and forty-ninth year of the Sovereignty and Independence of the United States of America.

Columbia Railway, Gas and Electric Company, by W. S. Barstow, President. (Seal.)

Signed, sealed and delivered in the presence of G. A. Aronson, A. A. Cano, William J. White.

[fol. 1353] State of New York,
County of New York, ss:

Before me, a Notary Public in and for the County and State of New York, personally appeared G. A. Aronson and made oath that he saw the within named Columbia Railway, Gas & Electric Company by the hands of W. S. Barstow, its President, sign, affix the corporate seal and, as the act and deed of said corporation, deliver the within written deed for the uses and purposes therein mentioned, and that he with A. A. Cano witnessed the execution thereof, and subscribed their names as witnesses thereto.

G. A. Aronson.

Sworn to and subscribed before me this 18th day of June, A. D., 1925. William J. White, Notary Public, Queens County. Queens County Clerk's No. 3905. Certificate filed in New York County. Clerk's No. 97, Register's No. 7170. Commission expires March 30th, 1927. (Seal.)

[fol. 1354] Exhibit No. A 12-19

(Here follow side folio pages 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394.)

[fol. 1355]

	January	
Operating revenue:		
Revenue—transportation:		
Passenger	$28,794.38	$2
Baggage	.....	..
Parlor, Chair and Special Car	.....	..
Mail	33.32	..
Express	.....	..
Milk	.....	..
Freight	.....	..
Switching	.....	..
Miscellaneous	.....	..
Total revenue—transportation	$28,827.70	$2
Revenue—non-transportation:		
Station and Car Privileges	$84.37	
Parcel Room Receipts	.....	..
Storage	.....	..
Car Service	.....	..
Telephone and Telegraph Service	.....	..
Rents of Tracks and Terminals	.....	..
Rents of Equipment	.....	..
Power	.....	..
Miscellaneous	.....	..
Total revenue—non-transportation	$84.37	
Total operating revenue	$28,912.07	$
Operating expenses and taxes:		
Way and Structures	$2,913.27	
Equipment	4,874.62	
Power	8,780.07	
Conducting Transportation	13,409.14	
Traffic	25.00	
General and Miscellaneous	5,855.42	
Taxes	1,271.01	
Total operating expenses and taxes	$37,128.53	
Operating income	$8,216.46*	

Columbia Railway, Gas and Electric Company.

Street Railway Operations for Year 1920

February	March	April	May	June	July	August	September	October	November	December
$23,692.83	$37,493.34	$37,164.44	$38,567.26	$37,072.63	$38,291.49	$36,457.51	$38,966.91	$43,965.18	$37,295.98	$37,525.20
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.....	36.97	.....	16.66	.....	16.66	33.40	16.66	16.66	16.66	16.66
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$23,692.83	$37,530.31	$37,164.44	$38,583.92	$37,072.63	$38,308.15	$36,490.91	$38,983.57	$43,981.84	$37,312.64	$37,541.86
$84.37	$84.37	$84.37	$84.37	$84.37	$84.37	$84.37	$84.37	$84.37	$84.37	$84.37
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$84.37	$84.37	$84.37	$84.37	$84.37	$84.37	$84.37	$84.37	$84.37	$84.37	$84.37
$23,777.20	$37,614.68	$37,248.81	$38,668.29	$37,157.00	$38,392.52	$36,575.28	$39,067.94	$44,066.21	$37,397.01	$37,626.23
$3,704.50	$2,796.41	$3,562.90	3,280.76	$3,392.32	$4,390.71	$4,844.49	$3,881.79	$4,334.05	$6,074.63	$4,076.95
4,209.21	5,039.39	3,978.05	3,323.10	4,465.09	4,645.35	4,914.69	3,593.41	5,533.84	4,205.76	6,232.53
7,726.40	8,962.65	9,508.03	8,990.15	9,200.81	9,088.49	9,190.25	9,530.45	9,573.00	10,971.10	11,240.41
15,422.68	19,389.03	17,012.27	19,753.57	19,140.16	19,709.80	20,627.64	17,787.17	20,458.62	17,958.97	18,462.32
4.58	20.00	58.00	50.90	125.78	71.00	179.78	.....	64.78	13.75	5.00
6,630.79	6,419.05	6,598.42	6,666.95	6,354.71	7,276.58	7,241.99	7,797.15	7,281.44	5,922.40	6,960.29
1,271.01	1,271.01	1,271.01	1,271.01	1,271.01	1,271.01	1,271.01	1,271.01	1,271.01	1,271.01	1,271.01
$38,969.17	$43,897.54	$41,988.68	$43,336.44	$43,949.88	$46,452.94	$48,269.85	$43,860.98	$48,516.74	$46,417.62	$48,248.51
$15,191.97*	$6,282.86*	$4,739.87*	$4,668.15*	$6,792.88*	$8,060.42*	$11,694.57*	$4,793.04*	$4,450.53*	$9,020.61*	$10,622.28*

X, H. G. C.

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

Months Ended Increase or Decrease	Railway Department	12 Months Ended Dec. 31 1920	Increase or Decrease
	OPERATING REVENUE:		
	Revenue-Transportation:		
	101 Passenger	435,287.15	
	102 Baggage		
	103 Parlor Chair and Special Car		
	104 Mail	203.65	
	105 Express		
	106 Milk		
	107 Freight		
	108 Switching		
	109 Miscellaneous		
	Total Rev.-Transportation	435,490.80	
	Revenue-Non Transportation:		
	110 Station and Car Privileges	1,012.44	
	111 Parcel Room Receipts		
	112 Storage		
	113 Car Service		
	114 Telegraph and Telephone Service		
	115 Rents of Tracks and Terminals		
	116 Rents of Equipment		
	117 Rents of Bldg. & Other Property		
	118 Power		
	119 Miscellaneous		
	Total Revenue-Non Transport.	1,012.44	
	Total Operating Revenue	436,503.24	
	OPERATING EXPENSES AND TAXES:		
	Way and Structures	47,252.78	
	Equipment	55,015.04	
	Power	112,761.81	
	Conducting Transportation	219,131.37	
	Traffic	618.57	
	General and Miscellaneous	81,005.19	
	Taxes	15,252.12	
	Total Operating Expenses & Taxes	531,036.88	
	Operating Percentage		
	OPERATING INCOME:	94,533.64	

Checked Corrections Checked

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTHS Ended December 31 1920		INCREASE OR DECREASE
			WAY AND STRUCTURES:			
			1 SUPERINTENDENCE	1,200.00		
			2 BALLAST			
			3 TIES			
			4 RAILS			
			5 RAIL FASTENINGS AND JOINTS			
			6 SPECIAL WORK			
			7 UNDERGROUND CONSTRUCTION			
			8 TRACK AND ROADWAY LABOR	34,790.21		
			9 MISCEL. TRACK & RAILWAY EXPENSES			
			10 PAVING			
			11 CLEANING AND SANDING TRACK			
			12 REMOVAL OF SNOW AND ICE			
			13 TUNNELS AND SUBWAYS			
			14 ELEVATED STRUCTURES AND FN'DS			
			15 BRIDGES, TRESTLES AND CULVERTS			
			16 CROSSINGS, FENCES AND SIGNS			
			17 SIGNAL & INTERLOCKING APPARATUS			
			18 TELEPHONE AND TELEGRAPH LINES			
			19 MISCELLANEOUS WAY EXPENSES			
			20 POLES AND FIXTURES			
			21 UNDERGROUND CONDUITS			
			22 DISTRIBUTION SYSTEM	10,532.16		
			23 MISCEL. ELECTRIC LINE EXPENSES	505.64		
			24 BUILDINGS, FIXTURES AND GROUNDS	224.77		
			25 DEPRECIATION OF WAY & STRUCTURES			
			26 OTHER OPERATIONS-DR.			
			27 OTHER OPERATIONS-CR.			
			28 EQUALIZATION			
			TOTAL WAY AND STRUCTURES	47,252.78		
			EQUIPMENT:			
			29 SUPERINTENDENCE	2,220.00		
			30 PASSENGER AND COMBINATION CARS	31,300.02		
			31 FREIGHT, EXPRESS AND MAIL CARS			
			32 SERVICE EQUIPMENT			
			33 ELECTRIC EQUIPMENT OF CARS	20,372.52		
			34 LOCOMOTIVES			
			36 SHOP EQUIPMENT			
			37 SHOP EXPENSES			
			38 VEHICLES AND HORSES			
			39 MISCEL. EQUIPMENT EXPENSES	1,122.50		
			40 DEPRECIATION OF EQUIPMENT			
			41 EQUIPMENT RETIRED			
			42 OTHER OPERATIONS-DR.			
			43 OTHER OPERATIONS-CR.			
			TOTAL EQUIPMENT	55,015.04		

Checked by | Added | Corrections Checked

1857

10-24-500

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTHS ENDED December 31 1920		INCREASE OR DECREASE
			POWER:			
			45 SUPERINTENDENCE			
			46 POWER PLANT BLDG., FIX. AND GRDS.			
			47 POWER PLANT EQUIPMENT			
			48 SUB-STATION EQUIPMENT			
			49 TRANSMISSION SYSTEM			
			50 DEPRECIATION P. P. BLDGS. & EQUIP.			
			51 EQUALIZATION-POWER			
			52 POWER PLANT EMPLOYEES			
			53 FUEL			
			54 WATER			
			55 LUBRICANTS			
			56 MISCEL. P. P. SUPPLIES & EXPENSES			
			57 SUB-STATION EMPLOYEES	8,717.21		
			58 SUB-STATION SUPPLIES & EXPENSES			
			59 POWER PURCHASED	104,044.60		
			60 POWER EXCHANGED-BAL.			
			61 POWER TRANSFERRED-CR.			
			62 OTHER OPERATIONS-CR.			
			TOTAL POWER	112,761.81		
			CONDUCTING TRANSPORTATION:			
			63 SUPERINTENDENCE	19,539.33		
			64 PASS. CONDUCTORS, MOTORMEN, ETC.	179,717.17		
			65 FRT. CONDUCTORS, MOTORMEN, ETC.			
			66 MISCEL. CAR SERVICE EMPLOYEES			
			67 MISCEL. CAR SERVICE EXPENSES	6,084.39		
			68 STATION EMPLOYEES			
			69 STATION EXPENSES	22.52		
			70 CAR HOUSE EMPLOYEES			
			71 CAR HOUSE EXPENSES	12,969.96		
			72 OPERATION OF SIGNAL, ETC.			
			73 OPERATION OF TEL. AND TEL. LINES			
			75 OPERATION OF STEAM LOCOMOTIVES			
			76 FREIGHT & EXPRESS COLL. & DELIVERY			
			77 LOSS AND DAMAGE			
			78 OTHER TRANSPORTATION EXPENSES	798.00		
			TOTAL CONDUCTING TRANSPORTATION	219,131.37		
			TRAFFIC:			
			79 SUPERINTENDENCE AND SOLICITATION			
			80 ADVERTISING	618.57		
			81 PARKS, RESORTS AND ATTRACTIONS			
			82 MISCELLANEOUS TRAFFIC EXPENSES			
			TOTAL TRAFFIC	618.57		

Checked to	Added	Corrections Checked
W&C		

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTHS Ended December 31 1920		INCREASE OR DECREASE
			GENERAL AND MISCELLANEOUS:			
			83 Salaries and Exp. of Gen. Officers	6,587.58		
			84 Sal. & Exp. of Gen. Office Clerks	7,771.09		
			85 Gen. Office Supplies and Expenses	2,338.10		
			86 Law Expenses	525.00		
			87 Relief Department Expenses			
			88 Pensions and Gratuities			
			89 Miscellaneous General Expenses	3,751.14		
			90 Valuation Expenses			
			91 Amortization of Franchises			
			92 Injuries and Damages	2,000.00		
			93 Insurance	3,243.16		
			94 Stationery and Printing	662.50		
			95 Store Expenses	4,779.04		
			96 Garage and Stable Expenses	9,347.58		
			97 Rent of Tracks and Facilities			
			98 Rent of Equipment			
			99 Other Operations-Dr.			
			100 Other Operations-Cr.			
			Total General and Miscellaneous	81,005.19		
			TAXES:	15,252.12		

Checked to | Added | Corrections Checked

[fol. 1360]

Columbia Railway, Gas and Electric Company

Street Railway Operations for Year 1921

	January	February	March	April	May	June
Operating revenue:						
Revenue—transportation:						
Passenger	$37,215.14	$36,454.02	$40,995.04	$39,300.57	$41,740.10	$40,034.6
Baggage	.....	.....	.....	.....	.....	.....
Parlor, Chair and Special Car	.....	.....	.....	.....	.....	.....
Mail	16.69	14.58	29.16	14.58	14.58	14.5
Express	.....	.....	.....	.....	.....	.....
Milk	.....	.....	.....	.....	.....	.....
Freight	.....	.....	.....	.....	.....	.....
Switching	.....	.....	.....	.....	.....	.....
Miscellaneous	.....	.....	.....	.....	.....	.....
Total revenue—transportation	$37,231.83	$36,468.60	$41,024.20	$39,315.15	$41,754.68	$40,049.1
Revenue—non-transportation:						
Station and Car Privileges	$84.37	$84.43	$84.37	$93.74	$84.37	$84.3
Parcel Room Receipts	.....	.....	.....	.....	.....	.....
Storage	.....	.....	.....	.....	.....	.....
Car Service	.....	.....	.....	.....	.....	.....
Telephone and Telegraph Service	.....	.....	.....	.....	.....	.....
Rents of Tracks and Terminals	.....	.....	.....	.....	.....	.....
Rents of Equipment	.....	.....	.....	.....	.....	.....
Power	.....	.....	.....	.....	.....	.....
Miscellaneous	.....	.....	.....	.....	.....	.....
Total revenue—non-transportation	$84.37	$84.43	$84.37	$93.74	$84.37	$84.
Total operating revenue	$37,316.20	$36,553.03	$41,108.57	$39,408.89	$41,839.05	$40,133.
Operating expenses and taxes:						
Way and Structures	$3,460.68	$3,939.44	$4,224.04	$4,612.87	$3,141.86	$5,302.
Equipment	5,549.22	5,354.59	5,586.87	5,111.07	8,254.36	4,276.
Power	2,599.78	2,730.84	7,004.20	9,341.30	7,423.30	7,558.
Conducting Transportation	19,792.69	17,457.56	19,386.33	18,819.26	19,392.79	18,494.
Traffic	326.62	.....	254.20	.....	.....	.....
General and Miscellaneous	4,924.47	5,141.77	5,415.20	4,962.17	4,832.85	5,347.
Taxes	1,274.98	1,274.98	1,274.98	1,274.98	1,274.98	1,274.
Total operating expenses and taxes	$37,928.44	$35,899.18	$43,145.82	$44,121.65	$44,320.14	$42,254.
Operating income	$612.24*	$653.85	$2,037.25*	$4,712.76*	$2,481.09*	$2,121.

Checked to —, H. G. C., W. J. R. Added J. N. G. Corrected Checked, X, J. N. G.

Columbia Railway, Gas and Electric Company

Street Railway Operations for Year 1921

	March	April	May	June	July	August	September	October	November	December
02	$40,995.04	$39,300.57	$41,740.10	$40,034.61	$38,417.10	$35,045.51	$31,038.76	$34,505.48	$27,124.23	$26,949.00
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58	29.16	14.58	14.58	14.58	14.60	.....	14.58	29.16	14.58	14.58
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60	$41,024.20	$39,315.15	$41,754.68	$40,049.19	$38,431.70	$35,045.51	$31,053.34	$34,534.64	$27,138.81	$26,963.58
43	$84.37	$93.74	$84.37	$84.37	$84.37	$84.37	/ $84.37	$84.37	$84.37	$84.37
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43	$84.37	$93.74	$84.37	$84.37	$84.37	$84.37	$84.37	$84.37	$84.37	$84.37
03	$41,108.57	$39,408.89	$41,839.05	$40,133.56	$38,516.07	$35,129.88	$31,137.71	$34,619.01	$27,223.18	$27,047.95
44	$4,224.04	$4,612.87	$3,141.86	$5,302.05	$3,981.95	$2,968.15	$5,002.99	$4,536.41	$3,756.92	$3,249.31
59	5,586.87	5,111.07	8,254.36	4,276.63	5,352.80	5.043.56	5,758.80	4,258.11	2,620.84	5,184.20
84	7,004.20	9,341.30	7,423.30	7,558.50	7,084.05	7,120.60	7,072.70	4,999.85	5,857.20	6,101.75
56	19,386.33	18,819.26	19,392.79	18,494.91	18,691.21	18,503.63	16,911.38	17,437.20	15,853.58	16,127.46
.	254.20	.....	.....	.....	.....	378.33	.....	15.48	30.86	141.55
77	5,415.20	4,962.17	4,832.85	5,347.54	4,981.67	5,064.31	4,765.41	5,973.17	4,484.40	4,636.28
98	1,274.98	1,274.98	1,274.98	1,274.98	1,274.98	1,274.98	1,274.98	1,274.98	1,274.98	1,274.98
18	$43,145.82	$44,121.65	$44,320.14	$42,254.61	$41,366.66	$40,353.56	$40,786.26	$38,495.20	$33,878.78	$36,715.53
85	$2,037.25*	$4,712.76*	$2,481.09*	$2,121.05*	$2,850.59*	$5,223.68*	$9,648.55*	$3,876.19*	$6,655.60*	$9,667.58*
‡.										

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

Months Ended Increase or Decrease	RAILWAY DEPARTMENT	12 Months Ended December 31 1921	Increase or Decrease
	OPERATING REVENUE:		
	Revenue-Transportation:		
	101 Passenger	428,819.56	
	102 Baggage		
	103 Parlor Chair and Special Car		
	104 Mail	191.67	
	105 Express		
	106 Milk		
	107 Freight		
	108 Switching		
	109 Miscellaneous		
	Total Revenue-Transportation	429,011.23	
	Revenue-Non Transportation:		
	110 Station and Car Privileges	1,021.87	
	111 Parcel Room Receipts		
	112 Storage		
	113 Car Service		
	114 Telegraph and Telephone Service		
	115 Rents of Tracks and Terminals		
	116 Rents of Equipment		
	117 Rents of Bldgs. & Other Property		
	118 Power		
	119 Miscellaneous		
	Total Revenue-Non Transport.	1,021.87	
	Total Operating Revenue	430,033.10	
	OPERATING EXPENSES AND TAXES:		
	Way and Structures	48,176.67	
	Equipment	62,351.05	
	Power	74,894.07	
	Conducting Transportation	216,868.00	
	Traffic	1,147.04	
	General and Miscellaneous	60,529.24	
	Taxes	15,299.76	
	Total Operating Expenses & Taxes	479,265.83	
	Operating Percentage		
	OPERATING INCOME:	49,232.73	

Checked to	Added	Corrections Checked

RAILWAY 8

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTH PF Ended December 31 1921		INCREASE OR DECREASE
			WAY AND STRUCTURES:			
			1 Superintendence	1,690.08		
			2 Ballast			
			3 Ties			
			4 Rails			
			5 Rail Fastenings and Joints			
			6 Special Work			
			7 Underground Construction			
			8 Track and Roadway Labor	33,872.07		
			9 Miscel. Track & Railway Expenses			
			10 Paving			
			11 Cleaning and Sanding Track			
			12 Removal of Snow and Ice			
			13 Tunnels and Subways			
			14 Elevated Structures and Fn'ds			
			15 Bridges, Trestles and Culverts			
			16 Crossings, Fences and Signs			
			17 Signal & Interlocking Apparatus			
			18 Telephone and Telegraph Lines			
			19 Miscellaneous Way Expenses			
			20 Poles and Fixtures			
			21 Underground Conduits			
			22 Distribution System	12,235.93		
			23 Miscel. Electric Line Expenses	46.62		
			24 Buildings, Fixtures and Grounds	331.97		
			25 Depreciation of Way & Structures			
			26 Other Operations-Dr.			
			27 Other Operations-Cr.			
			28 Equalization			
			Total Way and Structures	48,176.67		
			EQUIPMENT:			
			29 Superintendence	2,220.00		
			30 Passenger and Combination Cars	36,981.08		
			31 Freight, Express and Mail Cars			
			32 Service Equipment			
			33 Electric Equipment of Cars	22,385.92		
			34 Locomotives			
			36 Shop Equipment			
			37 Shop Expenses			
			38 Vehicles and Horses			
			39 Miscel. Equipment Expenses	764.05		
			40 Depreciation of Equipment			
			41 Equipment Retired			
			42 Other Operations-Dr.			
			43 Other Operations-Cr.			
			Total Equipment	62,351.05		

Checked	Added	Corrections Checked
WRJ RHC	WH	

FORM NO. 4066
10-24-900

RAILWAY 9

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTHS OF Ended December 31		INCREASE OR DECREASE
			POWER:			
			45 SUPERINTENDENCE			
			46 POWER PLANT BLDG., FIX. AND GRDS.			
			47 POWER PLANT EQUIPMENT			
			48 SUB-STATION EQUIPMENT			
			49 TRANSMISSION SYSTEM			
			50 DEPRECIATION P. P. BLDGS. & EQUIP.			
			51 EQUALIZATION-POWER			
			52 POWER PLANT EMPLOYEES			
			53 FUEL			
			54 WATER			
			55 LUBRICANTS			
			56 MISCEL. P. P. SUPPLIES & EXPENSES			
			57 SUB-STATION EMPLOYEES	7,769.15		
			58 SUB-STATION SUPPLIES & EXPENSES			
			59 POWER PURCHASED	67,124.92		
			60 POWER EXCHANGED-BAL.			
			61 POWER TRANSFERRED-CR.			
			62 OTHER OPERATIONS-CR.			
			TOTAL POWER	74,894.07		
			CONDUCTING TRANSPORTATION:			
			63 SUPERINTENDENCE	18,533.25		
			64 PASS. CONDUCTORS, MOTORMEN, ETC.	180,808.39		
			65 FRT. CONDUCTORS, MOTORMEN, ETC.			
			66 MISCEL. CAR SERVICE EMPLOYEES			
			67 MISCEL. CAR SERVICE EXPENSES	4,369.17		
			68 STATION EMPLOYEES			
			69 STATION EXPENSES	80.45		
			70 CAR HOUSE EMPLOYEES			
			71 CAR HOUSE EXPENSES	11,950.40		
			72 OPERATION OF SIGNAL, ETC.			
			73 OPERATION OF TEL. AND TEL. LINES			
			75 OPERATION OF STEAM LOCOMOTIVES			
			76 FREIGHT & EXPRESS COLL. & DELIVERY			
			77 LOSS AND DAMAGE			
			78 OTHER TRANSPORTATION EXPENSES	1,126.34		
			TOTAL CONDUCTING TRANSPORTATION	216,868.00		
			TRAFFIC:			
			79 SUPERINTENDENCE AND SOLICITATION			
			80 ADVERTISING	1,147.04		
			81 PARKS, RESORTS AND ATTRACTIONS			
			82 MISCELLANEOUS TRAFFIC EXPENSES			
			TOTAL TRAFFIC	1,147.04		

Checked to W&E | Added | Corrections Checked

FORM NO. 4003
10-24-500

RAILWAY

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTHS OF Ended December 31 1921		INCREASE OR DECREASE
			GENERAL AND MISCELLANEOUS:			
			83 SALARIES AND EXP. OF GEN. OFFICERS	7,785.00		
			84 SAL. & EXP. OF GEN. OFFICE CLERKS	10,947.57		
			85 GEN. OFFICE SUPPLIES AND EXPENSES	2,998.95		
			86 LAW EXPENSES	758.34		
			87 RELIEF DEPARTMENT EXPENSES			
			88 PENSIONS AND GRATUITIES			
			89 MISCELLANEOUS GENERAL EXPENSES	4,041.53		
			90 VALUATION EXPENSES			
			91 AMORTIZATION OF FRANCHISES			
			92 INJURIES AND DAMAGES	18,000.00		
			93 INSURANCE	3,630.00		
			94 STATIONERY AND PRINTING	774.07		
			95 STORE EXPENSES	4,003.93		
			96 GARAGE AND STABLE EXPENSES	7,589.85		
			97 RENT OF TRACKS AND FACILITIES			
			98 RENT OF EQUIPMENT			
			99 OTHER OPERATIONS-DR.			
			100 OTHER OPERATIONS-CR.			
			TOTAL GENERAL AND MISCELLANEOUS	60,529.24		
			TAXES:	15,299.76		

Checked to	Added	Corrections Checked
EWR CHC	WJZ	

Columbia Railway, Gas and Electric Company

Street Railway Operations for Year 1922

	January	February	March	April	May	June
Operating revenue:						
Revenue—transpotration:						
Passenger	$25,063.23	$11,802.76	$722.86	$10,542.17	$15,912.25	$16,112.56
Baggage	.....	.....	.....	.....	.....	.....
Parlor, Chair and Special Car	.....	.....	.....	.....	.....	.....
Mail	16.27	15.14	15.14	15.14	15.14	15.14
Express	.....	.....	.....	.....	.....	.....
Milk	.....	.....	.....	.....	.....	.....
Freight	.....	.....	.....	.....	.....	.....
Switching	.....	.....	.....	.....	.....	.....
Miscellaneous	.....	.....	.....	.....	.....	.....
Total revenue—transportation	$25,079.50	$11,817.90	$738.00	$10,557.31	$15,927.39	$16,127.70
Revenue—non-transportation:						
Station and Car Privileges	84.37	84.43	84.37	84.37	84.37	84.37
Parcel Room Receipts	.....	.....	.....	.....	.....	.....
Storage	.....	.....	.....	.....	.....	.....
Car Service	.....	.....	.....	.....	.....	.....
Telephone and Telegraph Service	.....	.....	.....	.....	.....	.....
Rents of Tracks and Terminals	.....	.....	.....	.....	.....	.....
Rents of Equipment	.....	.....	.....	.....	.....	.....
Power	.....	.....	.....	.....	.....	.....
Miscellaneous	.....	.....	.....	.....	.....	.....
Total revenue—non-transportation	$84.37	$84.43	$84.37	$84.37	$84.37	$84.37
Total operating revenue	$25,163.87	$11,902.33	$822.37	$10,641.68	$16,011.76	$16,212.07
Operating expenses and taxes:						
Way and Structures	$2,698.80	$1,287.77	$920.23	$3,083.87	$3,554.20	$3,670.9
Equipment	4,395.39	3,109.82	1,797.38	2,800.05	2,596.14	3,234.9
Power	6,689.10	3,927.10	833.07	3,738.65	5,025.20	4,967.4
Conducting Transportation	14,622.35	7,297.98	254.35	14,719.33	16,298.63	14,728.8
Traffic	.....	.....	274.63	268.75	.....	27.7
General and Miscellaneous	5,273.02	2,763.70	2,661.12	5,091.64	3,679.64	3,507.0
Taxes	1,394.92	1,394.92	1,394.92	1,394.92	1,394.92	1,394.9
Total operating expenses and taxes	$35,073.58	$19,781.29	$8,135.70	$31,097.21	$32,548.73	$31,531.5
Operating income	$9,909.71*	$7,878.96*	$7,313.33*	$20,455.53*	$16,536.97*	$15,319.

[*Red in orig.]

Columbia Railway, Gas and Electric Company

Street Railway Operations for Year 1922

	March	April	May	June	July	August	September	October	November	December
76	$722.86	$10,542.17	$15,912.25	$16,112.56	$17,425.65	$16,250.49	$17,981.83	$22,893.93	$19,728.10	$20,227.17
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14	15.14	15.14	15.14	15.14	15.17	.....	30.28	15.14	15.14	15.14
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90	$738.00	$10,557.31	$15,927.39	$16,127.70	$17,440.82	$16,250.49	$18,012.11	$22,909.07	$19,743.24	$20,242.31
43	84.37	84.37	84.37	84.37	84.37	84.37	84.37	84.37	84.37	84.37
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43	$84.37	$84.37	$84.37	$84.37	$84.37	$84.37	$84.37	$84.37	$84.37	$84.37
53	$822.37	$10,641.68	$16,011.76	$16,212.07	$17,525.19	$16,334.86	$18,096.48	$22,993.44	$19,827.61	$20,326.68
77	$920.23	$3,083.87	$3,554.20	$3,670.99	$4,168.69	$2,685.41	$3,072.93	$1,944.30	$2,260.08	$2,070.93
82	1,797.38	2,800.05	2,596.14	3,234.90	3,661.94	2,466.98	2,730.06	3,284.58	3,577.29	3,651.02
10	833.07	3,738.65	5,025.20	4,967.46	4,929.38	4,927.45	4,545.95	5,089.40	6,190.90	6,143.30
98	254.35	14,719.33	16,298.63	14,728.87	14,991.04	14,098.92	13,462.48	15,557.65	14,175.58	14,116.27
.	274.63	268.75	.....	27.75	106.00	12.50	.....	71.57	2.00	.....
70	2,661.12	5,091.64	3,679.64	3,507.07	3,394.82	3,608.85	3,314.39	3,306.52	3,382.39	2,831.99
92	1,394.92	1,394.92	1,394.92	1,394.92	1,394.92	1,394.92	1,394.92	1,394.92	1,394.92	1,394.92
29	$8,135.70	$31,097.21	$32,548.73	$31,531.96	$32,646.79	$29,195.03	$28,520.73	$30,648.94	$30,983.16	$30,208.43
96*	$7,313.33*	$20,455.53*	$16,536.97*	$15,319.89*	$15,121.60*	$12,860.17*	$10,424.25*	$7,655.50*	$11,155.55*	$9,881.75*

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

Months Ended Increase Or Decrease	RAILWAY DEPARTMENT	12 Months Ended December 31 1922	Increase or Decrease
	OPERATING REVENUE:		
	Revenue-Transportation:		
	101 Passenger	194,663.00	
	102 Baggage		
	103 Parlor Chair and Special Car		
	104 Mail	182.84	
	105 Express		
	106 Milk		
	107 Freight		
	108 Switching		
	109 Miscellaneous		
	Total Revenue-Transportation	194,845.84	
	Revenue-Non Transportation:		
	110 Station and Car Privileges	1,012.50	
	111 Parcel Room Receipts		
	112 Storage		
	113 Car Service		
	114 Telegraph and Telephone Service		
	115 Rents of Tracks and Terminals		
	116 Rents of Equipment		
	117 Rents of Bldg. & Other Property		
	118 Power		
	119 Miscellaneous		
	Total Revenue-Non Transport	1,012.50	
	Total Operating Revenue	195,858.34	
	OPERATING EXPENSES AND TAXES:		
	Way and Structures	31,418.20	
	Equipment	37,305.55	
	Power	57,006.96	
	Conducting Transportation	154,323.45	
	Traffic	763.20	
	General and Miscellaneous	42,815.15	
	Taxes	16,739.04	
	Total Operating Expenses & Taxes	340,371.55	
	Operating Percentage		
	OPERATING INCOME:	144,513.21	

1366

Checked to	Added	Corrections Checked
wjr	wjr	wjr

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTHS OF Ended December 31 1922		INCREASE OR DECREASE
			WAY AND STRUCTURES:			
			1 SUPERINTENDENCE			
			2 BALLAST			
			3 TIES			
			4 RAILS			
			5 RAIL FASTENINGS AND JOINTS			
			6 SPECIAL WORK			
			7 UNDERGROUND CONSTRUCTION			
			8 TRACK AND ROADWAY LABOR	22,383.58		
			9 MISCEL. TRACK & RAILWAY EXPENSES			
			10 PAVING			
			11 CLEANING AND SANDING TRACK			
			12 REMOVAL OF SNOW AND ICE			
			13 TUNNELS AND SUBWAYS			
			14 ELEVATED STRUCTURES AND FN'DS			
			15 BRIDGES, TRESTLES AND CULVERTS			
			16 CROSSINGS, FENCES AND SIGNS			
			17 SIGNAL & INTERLOCKING APPARATUS			
			18 TELEPHONE AND TELEGRAPH LINES			
			19 MISCELLANEOUS WAY EXPENSES			
			20 POLES AND FIXTURES			
			21 UNDERGROUND CONDUITS			
			22 DISTRIBUTION SYSTEM	8,827.38		
			23 MISCEL. ELECTRIC LINE EXPENSES	26.23		
			24 BUILDINGS, FIXTURES AND GROUNDS	181.01		
			25 DEPRECIATION OF WAY & STRUCTURES			
			26 OTHER OPERATIONS-DR.			
			27 OTHER OPERATIONS-CR.			
			28 EQUALIZATION			
			TOTAL WAY AND STRUCTURES	31,418.20		
			EQUIPMENT:			
			29 SUPERINTENDENCE	2,220.00		
			30 PASSENGER AND COMBINATION CARS	22,099.01		
			31 FREIGHT, EXPRESS AND MAIL CARS			
			32 SERVICE EQUIPMENT			
			33 ELECTRIC EQUIPMENT OF CARS	12,369.64		
			34 LOCOMOTIVES			
			36 SHOP EQUIPMENT			
			37 SHOP EXPENSES			
			38 VEHICLES AND HORSES			
			39 MISCEL. EQUIPMENT EXPENSES	616.90		
			40 DEPRECIATION OF EQUIPMENT			
			41 EQUIPMENT RETIRED			
			42 OTHER OPERATIONS-DR.			
			43 OTHER OPERATIONS-CR.			
			TOTAL EQUIPMENT	37,305.55		

Checked to	Added	Corrections Checked

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTHS OF 1922 Ended December 31		INCREASE OR DECREASE
			POWER:			
			45 SUPERINTENDENCE			
			46 POWER PLANT BLDG., FIX. AND GRDS.			
			47 POWER PLANT EQUIPMENT			
			48 SUB-STATION EQUIPMENT			
			49 TRANSMISSION SYSTEM			
			50 DEPRECIATION P. P. BLDGS. & EQUIP.			
			51 EQUALIZATION-POWER			
			52 POWER PLANT EMPLOYEES			
			53 FUEL			
			54 WATER			
			55 LUBRICANTS			
			56 MISCEL. P. P. SUPPLIES & EXPENSES			
			57 SUB-STATION EMPLOYEES	4,400.16		
			58 SUB-STATION SUPPLIES & EXPENSES			
			59 POWER PURCHASED	52,606.80		
			60 POWER EXCHANGED-BAL.			
			61 POWER TRANSFERRED-CR.			
			62 OTHER OPERATIONS-CR.			
			TOTAL POWER	57,006.96		
			CONDUCTING TRANSPORTATION:			
			63 SUPERINTENDENCE	10,067.63		
			64 PASS. CONDUCTORS, MOTORMEN, ETC.	126,801.95		
			65 FRT. CONDUCTORS, MOTORMEN, ETC.			
			66 MISCEL. CAR SERVICE EMPLOYEES	3,350.43		
			67 MISCEL. CAR SERVICE EXPENSES			
			68 STATION EMPLOYEES			
			69 STATION EXPENSES	11.32		
			70 CAR HOUSE EMPLOYEES			
			71 CAR HOUSE EXPENSES	12,439.98		
			72 OPERATION OF SIGNAL, ETC.			
			73 OPERATION OF TEL. AND TEL. LINES			
			75 OPERATION OF STEAM LOCOMOTIVES			
			76 FREIGHT & EXPRESS COLL. & DELIVERY			
			77 LOSS AND DAMAGE			
			78 OTHER TRANSPORTATION EXPENSES	1,652.14		
			TOTAL CONDUCTING TRANSPORTATION	154,323.45		
			TRAFFIC:			
			79 SUPERINTENDENCE AND SOLICITATION			
			80 ADVERTISING	763.20		
			81 PARKS, RESORTS AND ATTRACTIONS			
			82 MISCELLANEOUS TRAFFIC EXPENSES			
			TOTAL TRAFFIC	763.20		

Checked to	Added	Corrections Checked
WLR LSC	WLR	

10-24-500

RAILWAY 4

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTHS OF 1922 Ended December 31		INCREASE OR DECREASE
			GENERAL AND MISCELLANEOUS:			
			83 Salaries and Exp. of Gen. Officers	8,812.80		
			84 Sal. & Exp. of Gen. Office Clerks	9,746.35		
			85 Gen. Office Supplies and Expenses	3,105.74		
			86 Law Expenses	694.02		
			87 Relief Department Expenses			
			88 Pensions and Gratuities			
			89 Miscellaneous General Expenses	2,764.59		
			90 Valuation Expenses			
			91 Amortization of Franchises			
			92 Injuries and Damages	3,000.00		
			93 Insurance	3,847.54		
			94 Stationery and Printing	432.21		
			95 Store Expenses	3,465.22		
			96 Garage and Stable Expenses	6,946.68		
			97 Rent of Tracks and Facilities			
			98 Rent of Equipment			
			99 Other Operations-Dr.			
			100 Other Operations-Cr.			
			Total General and Miscellaneous	42,815.15		
			TAXES:	16,739.04		

Checked to W.H.R. H.E.C. | Added W.P.L. | Corrections Checked

[fol. 1370]

Columbia Railway, Gas and Electric Company

Street Railway Operations for Year 1923

	January	February	March	April	May	June
Operating revenue:						
Revenue—transportation:						
Passenger	$19,965.54	$17,867.76	$21,441.13	$18,556.09	$18,607.90	$17,535.92
Baggage	.....	.....	.....	.....	.....	.....
Parlor, Chair and Special Car	.....	.....	.....	.....	.....	.....
Mail	15.14	15.14	15.14	15.14	15.14	15.14
Expenses	.....	.....	.....	.....	.....	.....
Milk	.....	.....	.....	.....	.....	.....
Freight	.....	.....	.....	.....	.....	.....
Switching	.....	.....	.....	.....	.....	.....
Miscellaneous	.....	.....	.....	.....	.....	.....
Total revenue—transportation	$19,980.68	$17,882.90	$21,456.27	$18,571.23	$18,623.04	$17,551.06
Revenue—non-transportation:						
Station and Car Privileges	$84.37	$84.43	$84.37	$84.37	$84.37	$84.37
Parcel Room Receipts	.....	.....	.....	.....	.....	.....
Storage	.....	.....	.....	.....	.....	.....
Car Service	.....	.....	.....	.....	.....	.....
Telephone and Telegraph Service	.....	.....	.....	.....	.....	.....
Rents Track and Terminals	.....	.....	.....	.....	.....	.....
Rents of Equipment	.....	.....	.....	.....	.....	.....
Power	.....	.....	.....	.....	.....	.....
Miscellaneous	.....	.....	.....	.....	.....	.....
Total revenue—non-transportation	$84.37	$84.43	$84.37	$84.37	$84.37	$84.37
Total operating revenue	$20,065.05	$17,967.33	$21,540.64	$18,655.60	$18,707.41	$17,635.43
Operating expenses and taxes:						
Way and Structures	$2,042.11	$2,193.43	$2,300.87	$2,308.24	$2,087.29	$1,234.28
Equipment	2,731.53	3,962.79	3,326.01	3,003.69	3,820.60	3,492.05
Power	6,439.55	6,526.60	5,367.40	5,640.80	4,996.45	4,877.30
Conducting Transportation	14,388.56	12,377.43	13,657.50	13,394.20	13,102 17	12,080.41
Traffic	.....	.....	.....	26.00	11.64	382.45
General and Miscellaneous	2,688.18	2,463.93	2,402.81	2,397.96	2,188.74	2,126.44
Taxes	1,394.92	1,394.92	1,394.92	1,394.92	1,394.92	1,394.92
Total operating expenses and taxes	$29,684.85	$28,919.10	$28,449.51	$28,165.81	$27,601.81	$25,587.85
Operating income	$9,619.80*	$10,951.77*	$6,908.87*	$9,510.21*	$8,894.40*	$7,952.42*

Columbia Railway, Gas and Electric Company

Street Railway Operations for Year 1923

ry	March	April	May	June	July	August	September	October	November	December
.76	$21,441.13	$18,556.09	$18,607.90	$17,535.92	$16,871.96	$15,882.60	$17,518.13	$22,229.50	$19,150.34	$19,486.67
...	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
...	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.14	15.14	15.14	15.14	15.14	15.19	15.14	15.14	.....	30.28	15.14
...	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
...	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
...	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
...	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
...	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.90	$21,456.27	$18,571.23	$18,623.04	$17,551.06	$16,887.15	$15,897.74	$17,533.27	$22,229.50	$19,180.62	$19,501.81
.43	$84.37	$84.37	$84.37	$84.37	$83.34	$83.34	$83.34	$83.34	$83.34	$83.34
...	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
...	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
...	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
...	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
...	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
...	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
...	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
...	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.43	$84.37	$84.37	$84.37	$84.37	$83.34	$83.34	$83.34	$83.34	$83.34	$83.34
.33	$21,540.64	$18,655.60	$18,707.41	$17,635.43	$16,970.49	$15,981.08	$17,616.61	$22,312.84	$19,263.96	$19,585.15
.43	$2,300.87	$2,308.24	$2,087.29	$1,234.28	$1,712.24	$1,919.94	$4,355.00	$2,195.60	$1,575.17	$1,890.85
.79	3,326.01	3,003.69	3,820.60	3,492.05	2,811.04	2,805.41	2,754.14	3,841.22	3,150.68	2,960.96
.60	5,367.40	5,640.80	4,996.45	4,877.30	4,708.55	4,860.40	4,899.65	5,101.70	5,687.80	5,534.90
.43	13,657.50	13,394.20	13,102 17	12,080.41	12,319.44	12,455.88	12,202.27	13,275.55	12,295.41	12,551.41
...	.....	26.00	11.64	382.45	292.00	13.46	5.00	27.00	51.06	18.26
.93	2,402.81	2,397.96	2,188.74	2,126.44	2,428.18	2,610.92	2,079.56	2,307.29	2,324.91	1,977.57
.92	1,394.92	1,394.92	1,394.92	1,394.92	1,394.92	1,394.92	1,394.92	1,394.92	1,394.92	1,394.92
.10	$28,449.51	$28,165.81	$27,601.81	$25,587.85	$25,666.37	$26,060.93	$27,690.54	$28,143.28	$26,479.95	$26,328.87
.77*	$6,908.87*	$9,510.21*	$8,894.40*	$7,952.42*	$8,695.88*	$10,079.85*	$10,073.93*	$5,830.44*	$7,215.99*	$6,743.72*

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

Months Ended Increase or Decrease	RAILWAY DEPARTMENT	12 Months Ended December 31 1923	Increase or Decrease
	OPERATING REVENUE:		
	Revenue-Transportation:		
	101 Passenger	225,113.54	
	102 Baggage		
	103 Parlor Chair and Special Car		
	104 Mail	181.73	
	105 Express		
	106 Milk		
	107 Freight		
	108 Switching		
	109 Miscellaneous		
	Total Revenue-Transportation	225,295.27	
	Revenue-Non Transportation:		
	110 Station and Car Privileges	1,006.32	
	111 Parcel Room Receipts		
	112 Storage		
	113 Car Service		
	114 Telegraph and Telephone Service		
	115 Rents of Tracks and Terminals		
	116 Rents of Equipment		
	117 Rents of Bldg.& Other Property		
	118 Power		
	119 Miscellaneous		
	Total Revenue-Non Transport.	1,006.32	
	Total Operating Revenue	226,301.59	
	OPERATING EXPENSES AND TAXES:		
	Way and Structures	25,815.02	
	Equipment	38,660.12	
	Power	64,641.10	
	Conducting Transportation	154,100.23	
	Traffic	826.87	
	General and Miscellaneous	27,996.49	
	Taxes	16,739.04	
	Total Operating Expenses & Taxes	328,778.87	
	Operating Percentage		
	OPERATING INCOME:	102,477.28	

Checked to | Added | Corrections Checked

RAILWAY 8

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTHS OF 1923	Ended December 31	INCREASE OR DECREASE
			WAY AND STRUCTURES:			
			1 SUPERINTENDENCE			
			2 BALLAST			
			3 TIES			
			4 RAILS			
			5 RAIL FASTENINGS AND JOINTS			
			6 SPECIAL WORK			
			7 UNDERGROUND CONSTRUCTION			
			8 TRACK AND ROADWAY LABOR	13,673.60		
			9 MISCEL. TRACK & RAILWAY EXPENSES			
			10 PAVING			
			11 CLEANING AND SANDING TRACK			
			12 REMOVAL OF SNOW AND ICE			
			13 TUNNELS AND SUBWAYS			
			14 ELEVATED STRUCTURES AND FN'DS			
			15 BRIDGES, TRESTLES AND CULVERTS			
			16 CROSSINGS, FENCES AND SIGNS			
			17 SIGNAL & INTERLOCKING APPARATUS			
			18 TELEPHONE AND TELEGRAPH LINES			
			19 MISCELLANEOUS WAY EXPENSES			
			20 POLES AND FIXTURES			
			21 UNDERGROUND CONDUITS			
			22 DISTRIBUTION SYSTEM	11,295.94		
			23 MISCEL. ELECTRIC LINE EXPENSES	26.91		
			24 BUILDINGS, FIXTURES AND GROUNDS	818.57		
			25 DEPRECIATION OF WAY & STRUCTURES			
			26 OTHER OPERATIONS-DR.			
			27 OTHER OPERATIONS-CR.			
			28 EQUALIZATION			
			TOTAL WAY AND STRUCTURES	25,815.02		
			EQUIPMENT:			
			29 SUPERINTENDENCE	2,220.00		
			30 PASSENGER AND COMBINATION CARS	22,318.55		
			31 FREIGHT, EXPRESS AND MAIL CARS			
			32 SERVICE EQUIPMENT	7.35		
			33 ELECTRIC EQUIPMENT OF CARS	13,638.30		
			34 LOCOMOTIVES			
			36 SHOP EQUIPMENT			
			37 SHOP EXPENSES			
			38 VEHICLES AND HORSES			
			39 MISCEL. EQUIPMENT EXPENSES	475.92		
			40 DEPRECIATION OF EQUIPMENT			
			41 EQUIPMENT RETIRED			
			42 OTHER OPERATIONS-DR.			
			43 OTHER OPERATIONS-CR.			
			TOTAL EQUIPMENT	38,660.12		

Checked to	Added	Corrections Checked
W.R. W.H.&C.	W.R.	

FORM NO. 4008
10-24-500

RAILWAY 8

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTHS OF Ended December 31 1923		INCREASE OR DECREASE
			POWER:			
			45 SUPERINTENDENCE			
			46 POWER PLANT BLDG., FIX. AND GRDS.			
			47 POWER PLANT EQUIPMENT			
			48 SUB-STATION EQUIPMENT			
			49 TRANSMISSION SYSTEM			
			50 DEPRECIATION P. P. BLDGS. & EQUIP.			
			51 EQUALIZATION-POWER			
			52 POWER PLANT EMPLOYEES	4,328.20		
			53 FUEL			
			54 WATER			
			55 LUBRICANTS			
			56 MISCEL. P. P. SUPPLIES & EXPENSES			
			57 SUB-STATION EMPLOYEES			
			58 SUB-STATION SUPPLIES & EXPENSES			
			59 POWER PURCHASED	60,312.90		
			60 POWER EXCHANGED-BAL.			
			61 POWER TRANSFERRED-CR.			
			62 OTHER OPERATIONS-CR.			
			TOTAL POWER	64,641.10		
			CONDUCTING TRANSPORTATION:			
			63 SUPERINTENDENCE	7,132.47		
			64 PASS. CONDUCTORS, MOTORMEN, ETC.	130,929.70		
			65 FRT. CONDUCTORS, MOTORMEN, ETC.			
			66 MISCEL. CAR SERVICE EMPLOYEES			
			67 MISCEL. CAR SERVICE EXPENSES	2,901.85		
			68 STATION EMPLOYEES			
			69 STATION EXPENSES	14.98		
			70 CAR HOUSE EMPLOYEES			
			71 CAR HOUSE EXPENSES	12,279.66		
			72 OPERATION OF SIGNAL, ETC.			
			73 OPERATION OF TEL. AND TEL. LINES			
			75 OPERATION OF STEAM LOCOMOTIVES			
			76 FREIGHT & EXPRESS COLL. & DELIVERY			
			77 LOSS AND DAMAGE			
			78 OTHER TRANSPORTATION EXPENSES	841.57		
			TOTAL CONDUCTING TRANSPORTATION	154,100.23		
			TRAFFIC:			
			79 SUPERINTENDENCE AND SOLICITATION			
			80 ADVERTISING	826.87		
			81 PARKS, RESORTS AND ATTRACTIONS			
			82 MISCELLANEOUS TRAFFIC EXPENSES			
			TOTAL TRAFFIC	826.87		

Checked to	Added	Corrections Checked
	60 pr	

FORM NO. 4003
10-24-500

RAILWAY 4

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTHS OF 1923 Ended December 31		INCREASE OR DECREASE
			GENERAL AND MISCELLANEOUS:			
			83 Salaries and Exp. of Gen. Officers	3,960.00		
			84 Sal. & Exp. of Gen. Office Clerks	5,741.33		
			85 Gen. Office Supplies and Expenses	3,074.43		
			86 Law Expenses	528.00		
			87 Relief Department Expenses			
			88 Pensions and Gratuities			
			89 Miscellaneous General Expenses	2,091.04		
			90 Valuation Expenses			
			91 Amortization of Franchises			
			92 Injuries and Damages			
			93 Insurance	3,630.00		
			94 Stationery and Printing	421.51		
			95 Store Expenses	3,566.64		
			96 Garage and Stable Expenses	4,983.54		
			97 Rent of Tracks and Facilities			
			98 Rent of Equipment			
			99 Other Operations-Dr.			
			100 Other Operations-Cr.			
			Total General and Miscellaneous	27,996.49		
			TAXES:	16,739.04		

Checked to	Added	Corrections Checked
WJR	WJR	

[fol. 1375]

Columbia Railway, Gas and Electric Company

Street Railway Operations for Year 1924

	January	February	March	April	May	June
Operating revenue:						
Revenue—transportation:						
Passenger	$18,170.49	$16,534.74	$18,218.25	$17,055.38	$17,607.46	$16,016.29
Baggage	.....	.....	.....	.....	.....	.....
Parlor, Chair and Special Car	.....	.....	.....	.....	.....	.....
Mail	15.14	15.14	15.14	15.14	15.14	15.14
Express	.....	.....	.....	.....	.....	.....
Milk	.....	.....	.....	.....	.....	.....
Freight	.....	.....	.....	.....	.....	.....
Switching	.....	.....	.....	.....	.....	.....
Miscellaneous	.....	.....	.....	.....	.....	.....
Total revenue—transportation	$18,185.63	$16,549.88	$18,233.39	$17,070.52	$17,622.60	$16,031.43
Revenue—non-transportation:						
Station and Car Privileges	$83.34	$83.26	$83.34	$83.34	$83.34	$83.34
Parcel Room Receipts	.....	.....	.....	.....	.....	.....
Storage	.....	.....	.....	.....	.....	.....
Car Service	.....	.....	.....	.....	.....	.....
Telephone and Telegraph Service	.....	.....	.....	.....	.....	.....
Rents Track and Terminals	.....	.....	.....	.....	.....	.....
Rents of Equipment	.....	.....	.....	.....	.....	.....
Power	.....	.....	.....	.....	.....	.....
Miscellaneous	.....	.....	.....	.....	.....	.....
Total revenue—non-transportation	$83.34	$83.26	$83.34	$83.34	$83.34	$83.34
Total operating revenue	$18,268.97	$16,633.14	$18,316.73	$17,153.86	$17,705.94	$16,114.77
Operating expenses and taxes:						
Way and Structures	$2,666.71	$2,4$8.81	$2,591.73	$1,683.46	$2,838.63	$1,818.86
Equipment	3,280.31	4,119.43	3,034.71	2,707.12	3,030.97	4,121.60
Power	6,206.65	6,181.15	5,370.65	5,304.80	4,986.10	4,693.25
Conducting Transportation	12,738.68	11,829.90	12,406.38	12,275.47	12,399.58	12,047.16
Traffic	71.84	13.84	22.84	77.18	5.00	48.26
General and Miscellaneous	3,628.86	3,541.04	3,517.19	3,660.89	3,457.65	3,946.50
Taxes	1,470.00	1,470.00	1,995.00	1,995.00	1,995.00	1,995.00
Total operating expenses & taxes	$30,063.05	$29,564.17	$28,938.50	$27,703.92	$28,712.93	$28,670.63
Operating income	$11,794.08*	$12,931.03*	$10,621.77*	$10,550.06*	$11,006.99*	$12,555.86

Columbia Railway, Gas and Electric Company

Street Railway Operations for Year 1924

March	April	May	June	July	August	September	October	November	December
$18,218.25	$17,055.38	$17,607.46	$16,016.29	$15,639.50	$15,328.78	$14,816.90	$19,562.57	$14,774.34	$16,180.41
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	107.45	102.13	43.68
15.14	15.14	15.14	15.14	15.19	.....	15.14	30.28	15.14	.....
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$18,233.39	$17,070.52	$17,622.60	$16,031.43	$15,654.69	$15,328.78	$14,832.04	$19,700.30	$14,891.61	$16,224.09
$83.34	$83.34	$83.34	$83.34	$83.34	$83.34	$83.34	$166.68	$166.68	.....
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$83.34	$83.34	$83.34	$83.34	$83.34	$83.34	$83.34	$166.68	$166.68	.....
$18,316.73	$17,153.86	$17,705.94	$16,114.77	$15,738.03	$15,412.12	$14,915.38	$19,866.98	$15,058.29	$16,224.09
$2,591.73	$1,683.46	$2,838.63	$1,818.86	$3,019.88	$3,823.60	$3,291.02	$4,690.78	$2,279.07	$1,983.88
3,034.71	2,707.12	3,030.97	4,121.60	3,160.28	3,525.21	2,422.78	2,873.31	2,026.99	2,147.09
5,370.65	5,304.80	4,986.10	4,693.25	4,628.05	4,735.05	4,738.55	4,869.44	4,800.60	5,082.60
12,406.38	12,275.47	12,399.58	12,047.16	12,570.00	12,353.59	11,807.03	12,570.13	8,819.80	8,994.33
22.84	77.18	5.00	48.26	13.84	20.00	436.60	92.29	63.50*	3.38*
3,517.19	3,660.89	3,457.65	3,946.50	4,790.53	3,589.96	3,289.26	1,468.44	2,116.88	2,723.67
1,995.00	1,995.00	1,995.00	1,995.00	1,995.00	2,085.00	1,995.00	1,995.00	1,995.00	6,049.50
$28,938.50	$27,703.92	$28,712.93	$28,670.63	$30,177.58	$30,132.41	$27,980.24	$28,559.39	$21,974.84	$26,977.69
$10,621.77*	$10,550.06*	$11,006.99*	$12,555.86	$14,439.55*	$14,720.29*	$13,064.86*	$8,692.41*	$6,916.55*	$10,753.60*

Months Ended Increase or Decrease	RAILWAY DEPARTMENT	12 Months Ended December 31 1924	Increase or Decrease
	OPERATING REVENUE:		
	Revenue-Transportation:		
	101 Passenger	199,905.11	
	102 Baggage		
	103 Parlor Chair and Special Car	253.26	
	104 Mail	166.59	
	105 Express		
	106 Milk		
	107 Freight		
	108 Switching		
	109 Miscellaneous		
	Total Revenue-Transportation	200,324.96	
	Revenue-Non Transportation:		
	110 Station and Car Privileges	1,083.34	
	111 Parcel Room Receipts		
	112 Storage		
	113 Car Service		
	114 Telegraph and Telephone Service		
	115 Rents of Tracks and Termihals		
	116 Rents of Equipment		
	117 Rents of Bldg.& Other Property		
	118 Power		
	119 Miscellaneous		
	Total Revenue-Non Transport	1,083.34	
	Total Operating Revenue	201,408.30	
	OPERATING EXPENSES AND TAXES:		
	Way and Structures	33,096.43	
	Equipment	36,449.80	
	Power	61,596.89	
	Conducting Transportation	140,812.05	
	Traffic	734.81	
	General and Miscellaneous	39,730.87	
	Taxes	27,034.50	
	Total Operating Expenses & Taxes	339,455.35	
	Operating Percentage		
	OPERATING INCOME:	138,047.05	

Checked to | Added 1926 | Corrections Checked

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTHS OF Ended December 31 1924		INCREASE OR DECREASE
			WAY AND STRUCTURES:			
			1 SUPERINTENDENCE	402.79		
			2 BALLAST	11.65		
			3 TIES	19.50		
			4 RAILS			
			5 RAIL FASTENINGS AND JOINTS	132.77		
			6 SPECIAL WORK	76.76		
			7 UNDERGROUND CONSTRUCTION			
			8 TRACK AND ROADWAY LABOR	20,928.68		
			9 MISCEL. TRACK & RAILWAY EXPENSES	92.30		
			10 PAVING	2,103.07		
			11 CLEANING AND SANDING TRACK	463.74		
			12 REMOVAL OF SNOW AND ICE			
			13 TUNNELS AND SUBWAYS			
			14 ELEVATED STRUCTURES AND FN'DS			
			15 BRIDGES, TRESTLES AND CULVERTS			
			16 CROSSINGS, FENCES AND SIGNS			
			17 SIGNAL & INTERLOCKING APPARATUS	32.40		
			18 TELEPHONE AND TELEGRAPH LINES			
			19 MISCELLANEOUS WAY EXPENSES			
			20 POLES AND FIXTURES	417.41		
			21 UNDERGROUND CONDUITS			
			22 DISTRIBUTION SYSTEM	7,819.01		
			23 MISCEL. ELECTRIC LINE EXPENSES			
			24 BUILDINGS, FIXTURES AND GROUNDS	596.35		
			25 DEPRECIATION OF WAY & STRUCTURES			
			26 OTHER OPERATIONS-DR.			
			27 OTHER OPERATIONS-CR.			
			28 EQUALIZATION			
			TOTAL WAY AND STRUCTURES	33,096.43		
			EQUIPMENT:			
			29 SUPERINTENDENCE	1,956.68		
			30 PASSENGER AND COMBINATION CARS	21,935.37		
			31 FREIGHT, EXPRESS AND MAIL CARS			
			32 SERVICE EQUIPMENT	.55		
			33 ELECTRIC EQUIPMENT OF CARS	11,702.84		
			34 LOCOMOTIVES			
			36 SHOP EQUIPMENT	14.38		
			37 SHOP EXPENSES	156.68		
			38 VEHICLES AND HORSES	5.57		
			39 MISCEL. EQUIPMENT EXPENSES	678.73		
			40 DEPRECIATION OF EQUIPMENT			
			41 EQUIPMENT RETIRED			
			42 OTHER OPERATIONS-DR.			
			43 OTHER OPERATIONS-CR.			
			TOTAL EQUIPMENT	36,449.80		

Checked to WR | Added WR | Corrections

10-24-200

RAILWAY 8

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTHS OF 1924	Ended December 31	INCREASE OR DECREASE
			POWER:			
			45 SUPERINTENDENCE			
			46 POWER PLANT BLDG., FIX. AND GRDS.	1.50		
			47 POWER PLANT EQUIPMENT			
			48 SUB-STATION EQUIPMENT	231.41		
			49 TRANSMISSION SYSTEM			
			50 DEPRECIATION P. P. BLDGS. & EQUIP.			
			51 EQUALIZATION-POWER			
			52 POWER PLANT EMPLOYEES	3,110.20		
			53 FUEL			
			54 WATER			
			55 LUBRICANTS			
			56 MISCEL. P. P. SUPPLIES & EXPENSES			
			57 SUB-STATION EMPLOYEES	1,036.25		
			58 SUB-STATION SUPPLIES & EXPENSES	4.53		
			59 POWER PURCHASED	57,213.00		
			60 POWER EXCHANGED-BAL.			
			61 POWER TRANSFERRED-CR.			
			62 OTHER OPERATIONS-CR.			
			TOTAL POWER	61,596.89		
			CONDUCTING TRANSPORTATION:			
			63 SUPERINTENDENCE	8,614.36		
			64 PASS. CONDUCTORS, MOTORMEN, ETC.	116,775.88		
			65 FRT. CONDUCTORS, MOTORMEN, ETC.			
			66 MISCEL. CAR SERVICE EMPLOYEES	179.32		
			67 MISCEL. CAR SERVICE EXPENSES	2,798.83		
			68 STATION EMPLOYEES	121.75		
			69 STATION EXPENSES	64.94		
			70 CAR HOUSE EMPLOYEES	2,933.34		
			71 CAR HOUSE EXPENSES	9,228.46		
			72 OPERATION OF SIGNAL, ETC.			
			73 OPERATION OF TEL. AND TEL. LINES			
			75 OPERATION OF STEAM LOCOMOTIVES			
			76 FREIGHT & EXPRESS COLL. & DELIVERY			
			77 LOSS AND DAMAGE			
			78 OTHER TRANSPORTATION EXPENSES	95.17		
			TOTAL CONDUCTING TRANSPORTATION	140,812.05		
			TRAFFIC:			
			79 SUPERINTENDENCE AND SOLICITATION	23.50		
			80 ADVERTISING	715.90		
			81 PARKS, RESORTS AND ATTRACTIONS	4.59		
			82 MISCELLANEOUS TRAFFIC EXPENSES			
			TOTAL TRAFFIC	734.81		

Checked to W.R. H.E.C. | Added W.R. | Corrections Checked

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTHS OF Ended December 31 1924		INCREASE OR DECREASE
			GENERAL AND MISCELLANEOUS:			
			83 SALARIES AND EXP. OF GEN. OFFICERS	4,984.51		
			84 SAL. & EXP. OF GEN. OFFICE CLERKS	5,008.49		
			85 GEN. OFFICE SUPPLIES AND EXPENSES	2,754.12		
			86 LAW EXPENSES	838.80		
			87 RELIEF DEPARTMENT EXPENSES			
			88 PENSIONS AND GRATUITIES			
			89 MISCELLANEOUS GENERAL EXPENSES	4,187.41		
			90 VALUATION EXPENSES			
			91 AMORTIZATION OF FRANCHISES			
			92 INJURIES AND DAMAGES	11,101.86		
			93 INSURANCE	2,329.40		
			94 STATIONERY AND PRINTING	951.04		
			95 STORE EXPENSES	3,258.43		
			96 GARAGE AND STABLE EXPENSES	4,316.81		
			97 RENT OF TRACKS AND FACILITIES			
			98 RENT OF EQUIPMENT			
			99 OTHER OPERATIONS-DR.			
			100 OTHER OPERATIONS-CR.			
			TOTAL GENERAL AND MISCELLANEOUS	39,730.87		
			TAXES:	27,034.50		

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WJR | HHC |

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Columbia Railway, Gas and Electric Company

Street Railway Operations for Year 1225

	January	February	March	April	May	June
Operating revenue:						
Revenue—transportation:						
Passenger	14,859.50	13,121.55	14,708.14	13,761.81	13,546.46	12,215.03
Baggage	.....	.....	.....	.....	.....	.....
Parlor, Chair and Special Car	16.03	78.66	79.02	95.27	54.11	.....
Mail	30.28	15.14	15.14	15.14	15.14	15.14
Express	.....	.....	.....	.....	.....	.....
Milk	.....	.....	.....	.....	.....	.....
Freight	.....	.....	.....	.....	.....	.....
Switching	.....	.....	.....	.....	.....	.....
Miscellaneous	.....	.....	.....	.....	.....	.....
Total revenue—transp	14,905.81	13,215.35	14,802.30	13,872.22	13,615.71	12,230.17
Revenue—non-transportation:						
Station and Car Privileges	83.34	166.60	83.34	83.34	83.34	83.34
Parcel Room Receipts	.....	.....	.....	.....	.....	.....
Storage	.....	.....	.....	.....	.....	.....
Car Service	.....	.....	.....	.....	.....	.....
Tel. and Tel. Service	.....	.....	.....	.....	.....	.....
Rents of Tracks and Terminals	.....	.....	.....	.....	.....	.....
Rents of Equipment	.....	.....	.....	.....	.....	.....
Power	.....	.....	.....	.....	.....	.....
Miscellaneous	.....	.....	.....	.....	.....	.....
Total revenue—non-transp	83.34	166.60	83.34	83.34	83.34	83.34
Total operating revenue	14,989.15	13,381.95	14,885.64	13,955.56	13,699.05	12,313.51
Operating expenses and taxes:						
Way and Structures	2,679.40	2,009.15	1,733.02	2,535.49	2,381.74	2,722.32
Equipment	3,882.49	2,995.37	3,051.74	2,283.82	3,188.37	3,756.13
Power	5,601.55	5,526.05	4,601.90	4,581.05	3,939.55	3,968.54
Conducting Transportation	9,018.19	8,096.80	8,666.98	7,914.68	7,985.31	7,355.03
Traffic	9.04*	3.92	31.00*	30.00	4.55	.....
General and Miscellaneous	2,885.99	2,028.55	2,200.57	2,123.79	3,118.65	2,389.42
Taxes	2,048.00	1,996.00	2,228.16	2,090.72	2,194.84	2,183.20
Total operating exp. & taxes	26,106.58	22,655.84	22,451.37	21,559.55	22,813.01	22,374.64
Operating income	11,117.43*	9,273.89*	7,565.73*	7,603.99*	9,113.96*	10,061.13*

Columbia Railway, Gas and Electric Company

Street Railway Operations for Year 1225

ruary	March	April	May	June	July	August	September	October	November	December
121.55	14,708.14	13,761.81	13,546.46	12,215.03	10,646.65	10,603.78	11,524.34	16,249.12	12,248.87	12,345.74
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
78.66	79.02	95.27	54.11	.....	170.20	.....	59.15	343.53	66.29	50.47
15.14	15.14	15.14	15.14	15.14	15.14	15.14	15.14	15.14	15.19	15.14
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.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
215.35	14,802.30	13,872.22	13,615.71	12,230.17	10,831.99	10,618.92	11,598.63	16,607.79	12,330.35	12,411.35
166.60	83.34	83.34	83.34	83.34	83.34	83.34	83.34	83.34	83.34	83.34
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.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
166.60	83.34	83.34	83.34	83.34	83.34	83.34	83.34	83.34	83.34	83.34
381.95	14,885.64	13,955.56	13,699.05	12,313.51	10,915.33	10,702.26	11,681.97	16,691.13	12,413.69	12,494.69
009.15	1,733.02	2,535.49	2,381.74	2,722.32	2,299.89	1,057.76	1,303.13	4,317.45	1,004.83	1,083.92
995.37	3,051.74	2,283.82	3,188.37	3,756.13	3,124.86	1,960.88	1,951.46	2,264.30	960.26	2,630.31
526.05	4,601.90	4,581.05	3,939.55	3,968.54	3,433.89	3,288.65	3,311.08	3,967.90	4,115.05	3,960.50
096.80	8,666.98	7,914.68	7,985.31	7,355.03	7,090.05	6,862.68	6,806.56	9,080.72	7,004.55	7,012.62
3.92	31.00*	30.00	4.55	.....	.....	.72	.....	80.64	8.48	.....
028.55	2,200.57	2,123.79	3,118.65	2,389.42	1,630.36	1,542.26	1,930.21	1,471.82	1,525.70	1,581.01
996.00	2,228.16	2,090.72	2,194.84	2,183.20	2,174.68	2,171.28	2,171.24	2,166.97	373.60*	.....
655.84	22,451.37	21,559.55	22,813.01	22,374.64	19,753.73	16,884.23	17,473.68	23,349.80	14,245.27	16,268.36
273.89*	7,565.73*	7,603.99*	9,113.96*	10,061.13*	8,838.40*	6,181.97*	5,791.71*	6,658.67*	1,831.58*	3,773.67*

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

Months Ended Increase or Decrease	Railway Department	12 Months Ended Dec. 31 1925	Increase or Decrease
	OPERATING REVENUE:		
	Revenue-Transportation		
	101 Passenger	155,830.99	
	102 Baggage		
	103 Parlor Chair and Special Car	1,012.73	
	104 Mail	196.87	
	105 Express		
	106 Milk		
	107 Freight		
	108 Switching		
	109 Miscellaneous		
	Total Rev. Trans.	157,040.59	
	Revenue-Non Transportation:		
	110 Station and Car Privileges	1,083.34	
	111 Parcel Room Receipts		
	112 Storage		
	113 Car Service		
	114 Tel.& Tel. Service		
	115 Rents of Tracks and Terminals		
	116 Rents of Equipment		
	117 Rents of Bldg.& other Property		
	118 Power		
	119 Miscellaneous		
	Total Revenue-Non Transp.	1,083.34	
	Total Operating Revenue	158,123.93	
	OPERATING EXPENSES AND TAXES:		
	Way and Structures	25,128.10	
	Equipment	32,049.99	
	Power	50,295.71	
	Conducting Transport.	92,894.17	
	Traffic	88.27	
	General & Miscel.	24,428.33	
	Taxes	21,051.49	
	Total Operating Expenses & Taxes	245,936.06	
	Operating Percentage		
	OPERATING INCOME:	87,812.13	

Checked to | Added | Corrections

10-24-500

RAILWAY E

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTHS OF Ended December 31 1925		INCREASE OR DECREASE
			WAY AND STRUCTURES:			
			1 SUPERINTENDENCE	557.40		
			2 BALLAST	2.40		
			3 TIES			
			4 RAILS	217.98		
			5 RAIL FASTENINGS AND JOINTS	969.96		
			6 SPECIAL WORK	517.19		
			7 UNDERGROUND CONSTRUCTION			
			8 TRACK AND ROADWAY LABOR	8,278.41		
			9 MISCEL. TRACK & RAILWAY EXPENSES	1,573.34		
			10 PAVING	4,335.47		
			11 CLEANING AND SANDING TRACK	1,686.43		
			12 REMOVAL OF SNOW AND ICE			
			13 TUNNELS AND SUBWAYS			
			14 ELEVATED STRUCTURES AND FN'DS			
			15 BRIDGES, TRESTLES AND CULVERTS	81.82		
			16 CROSSINGS, FENCES AND SIGNS			
			17 SIGNAL & INTERLOCKING APPARATUS	79.47		
			18 TELEPHONE AND TELEGRAPH LINES			
			19 MISCELLANEOUS WAY EXPENSES	35.40		
			20 POLES AND FIXTURES	2,078.79		
			21 UNDERGROUND CONDUITS			
			22 DISTRIBUTION SYSTEM	4,816.56		
			23 MISCEL. ELECTRIC LINE EXPENSES			
			24 BUILDINGS, FIXTURES AND GROUNDS	333.45		
			25 DEPRECIATION OF WAY & STRUCTURES			
			26 OTHER OPERATIONS-DR.			
			27 OTHER OPERATIONS-CR.			
			28 EQUALIZATION			
			TOTAL WAY AND STRUCTURES	25,126.10		
			EQUIPMENT:			
			29 SUPERINTENDENCE	1,030.12		
			30 PASSENGER AND COMBINATION CARS	20,193.73		
			31 FREIGHT, EXPRESS AND MAIL CARS			
			32 SERVICE EQUIPMENT	48.91		
			33 ELECTRIC EQUIPMENT OF CARS	9,870.93		
			34 LOCOMOTIVES			
			36 SHOP EQUIPMENT	350.62		
			37 SHOP EXPENSES	508.66		
			38 VEHICLES AND HORSES			
			39 MISCEL. EQUIPMENT EXPENSES	47.02		
			40 DEPRECIATION OF EQUIPMENT			
			41 EQUIPMENT RETIRED			
			42 OTHER OPERATIONS-DR.			
			43 OTHER OPERATIONS-CR.			
			TOTAL EQUIPMENT	32,049.99		

Checked to Ledger | Added JTMcG | Corrections Checked

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTHS OF 1925 ended December 31		INCREASE OR DECREASE
			POWER:			
			45 SUPERINTENDENCE			
			46 POWER PLANT BLDG., FIX. AND GRDS.			
			47 POWER PLANT EQUIPMENT			
			48 SUB-STATION EQUIPMENT	191.19		
			49 TRANSMISSION SYSTEM			
			50 DEPRECIATION P. P. BLDGS. & EQUIP.			
			51 EQUALIZATION-POWER			
			52 POWER PLANT EMPLOYEES			
			53 FUEL			
			54 WATER			
			55 LUBRICANTS			
			56 MISCEL. P. P. SUPPLIES & EXPENSES			
			57 SUB-STATION EMPLOYEES	3,932.93		
			58 SUB-STATION SUPPLIES & EXPENSES	10.79		
			59 POWER PURCHASED	46,160.80		
			60 POWER EXCHANGED-BAL.			
			61 POWER TRANSFERRED-CR.			
			62 OTHER OPERATIONS-CR.			
			TOTAL POWER	50,295.71		
			CONDUCTING TRANSPORTATION:			
			63 SUPERINTENDENCE	16,121.38		
			64 PASS. CONDUCTORS, MOTORMEN, ETC.	60,704.25		
			65 FRT. CONDUCTORS, MOTORMEN, ETC.			
			66 MISCEL. CAR SERVICE EMPLOYEES	1,101.14		
			67 MISCEL. CAR SERVICE EXPENSES	2,333.79		
			68 STATION EMPLOYEES	557.05		
			69 STATION EXPENSES	227.64		
			70 CAR HOUSE EMPLOYEES	10,963.40		
			71 CAR HOUSE EXPENSES	27.00		
			72 OPERATION OF SIGNAL, ETC.	79.96		
			73 OPERATION OF TEL. AND TEL. LINES			
			75 OPERATION OF STEAM LOCOMOTIVES			
			76 FREIGHT & EXPRESS COLL. & DELIVERY			
			77 LOSS AND DAMAGE			
			78 OTHER TRANSPORTATION EXPENSES	778.56		
			TOTAL CONDUCTING TRANSPORTATION	92,894.17		
			TRAFFIC:			
			79 SUPERINTENDENCE AND SOLICITATION	4.55		
			80 ADVERTISING			
			81 PARKS, RESORTS AND ATTRACTIONS	80.45		
			82 MISCELLANEOUS TRAFFIC EXPENSES	3.27		
			TOTAL TRAFFIC	88.27		

Checked to	Added	Corrections Received
WJE WJE	JTMcG	

FORM NO. 4008
25-2 1-500

RAILWAY

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTHS OF Ended December 31 1925		INCREASE OR DECREASE
			GENERAL AND MISCELLANEOUS:			
			83 Salaries and Exp. of Gen. Officers	2,698.02		
			84 Sal. & Exp. of Gen. Office Clerks	2,070.97		
			85 Gen. Office Supplies and Expenses	909.82		
			86 Law Expenses	697.47		
			87 Relief Department Expenses			
			88 Pensions and Gratuities	1,648.41		
			89 Miscellaneous General Expenses	4,550.93		
			90 Valuation Expenses			
			91 Amortization of Franchises			
			92 Injuries and Damages	6,747.92		
			93 Insurance	2,485.39		
			94 Stationery and Printing	698.12		
			95 Store Expenses	1,921.28		
			96 Garage and Stable Expenses			
			97 Rent of Tracks and Facilities			
			98 Rent of Equipment			
			99 Other Operations-Dr.			
			100 Other Operations-Cr.			
			Total General and Miscellaneous	24,428.33		
			TAXES:	21,051.49		

Corrections Checked | Added | Checked to

[fol. 1385]

Columbia Railway, Gas and Electric Company

Street Railway Operations for Year 1926

	January	February	March	April	May	June
Operating revenue:						
Revenue—transportation:						
Passenger	11,460.44	11,486.84	12,783.38	12,144.54	11,075.16	6,879.26
Baggage	.....	.....	.....	.....	.....	.....
Parlor, Chair and Special Car	16.05	41.10	40.70	35.15	45.75	.....
Mail	15.14	15.14	15.14	15.14	15.14	15.14
Express	.....	.....	.....	.....	.....	.....
Milk	.....	.....	.....	.....	.....	.....
Freight	.....	.....	.....	.....	.....	.....
Switching	.....	.....	.....	.....	.....	.....
Miscellaneous	50.00	.....	.....	.....	.....	.....
Total revenue—transp.	11,541.63	11,543.08	12,839.22	12,194.83	11,136.05	6,894.40
Revenue—non-transportation:						
Station and Car Privileges	83.34	.08*	83.34	83.34	57.09	57.09
Parcel Room Receipts	.....	.....	.....	.....	.....	.....
Storage	.....	.....	.....	.....	.....	.....
Car Service	.....	.....	.....	.....	.....	.....
Tel. and Tel. Service	.....	.....	.....	.....	.....	.....
Rents of Tracks and Terminals	.....	.....	.....	.....	.....	.....
Rents of Equipment	.....	.....	.....	.....	.....	.....
Power	.....	.....	.....	.....	.....	.....
Miscellaneous	.....	.....	.....	.....	.....	.....
Total revenue—non-transp.	83.34	.08*	83.34	83.34	57.09	57.09
Total operating revenue	11,624.97	11,543.00	12,922.56	12,278.17	11,193.14	6,951.49
Operating expenses and taxes:						
Way and Structures	834.26	977.21	987.30	1,689.39	882.63	890.93
Equipment	1,511.50	1,666.94	2,168.07	1,389.06	1,470.97	504.76
Power	3,597.45	3,134.65	3,374.10	3,204.45	2,912.35	2,097.90
Conducting Transportation	6,791.67	6,069.38	6,412.27	6,160.26	5,980.18	3,847.54
Traffic	9.66	.....	5.25	35.01	8.84	.....
General and Miscellaneous	2,213.18	2,132.33	1,500.59	1,823.45	1,364.52	1,295.09
Taxes	1,752.84	1,752.82	1,752.82	1,752.82	1,701.23	1,732.84
Total operating exp. & taxes	16,710.56	15,733.33	16,200.40	16,054.44	14,320.72	10,369.06
Operating income	5,085.59*	4,190.33*	3,277.84*	3,776.27*	3,127.58*	3,417.57*

Checked to —, W. J. R. Added J. N. G. Corrections Checked, X, J. N. G.

Columbia Railway, Gas and Electric Company

Street Railway Operations for Year 1926

ruary	March	April	May	June	July	August	September	October	November	December
486.84	12,783.38	12,144.54	11,075.16	6,879.26	5,880.26	6,014.02	6,211.83	8,579.31	3,209.85	3,177.60
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
41.10	40.70	35.15	45.75	.....	.....	.....	79.60	15.00	.....	.....
15.14	15.14	15.14	15.14	15.14	15.14	15.19	15.14	15.14	15.14	15.14
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	40.00	.....	.....	.....	.....
543.08	12,839.22	12,194.83	11,136.05	6,894.40	5,895.40	6,069.21	6,306.57	8,609.45	3,224.99	3,192.74
.08*	83.34	83.34	57.09	57.09	57.09	32.94*	27.12	27.09	110.43	27.09
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
.08*	83.34	83.34	57.09	57.09	57.09	32.94*	27.12	27.09	110.43	27.09
543.00	12,922.56	12,278.17	11,193.14	6,951.49	5,952.49	6,036.27	6,333.69	8,636.54	3,335.42	3,219.83
977.21	987.30	1,689.39	882.63	890.93	1,083.27	1,134.25	658.33	808.29	513.22	608.18
666.94	2,168.07	1,389.06	1,470.97	504.76	958.21	897.38	1,200.13	889.70	1,121.33	636.07
134.65	3,374.10	3,204.45	2,912.35	2,097.90	1,979.80	2,000.25	1,954.35	2,306.35	2,280.60	2,435.20
069.38	6,412.27	6,160.26	5,980.18	3,847.54	3,488.19	3,435.31	3,502.95	4,218.17	2,731.36	2,872.57
.....	5.25	35.01	8.84	.....	8.58	.....	.....	.....	.....	.....
132.33	1,500.59	1,823.45	1,364.52	1,295.09	2,718.15	1,334.57	1,117.17	1,008.80	4,065.81	2,090.21
752.82	1,752.82	1,752.82	1,701.23	1,732.84	1,269.68	1,613.09	1,572.26	123.82	801.98*	1,564.22*
733.33	16,200.40	16,054.44	14,320.72	10,369.06	11,505.88	10,414.85	10,005.19	9,355.14	9,910.34	7,078.01
190.33*	3,277.84*	3,776.27*	3,127.58*	3,417.57*	5,553.39*	4,378.58*	3,671.50*	718.60*	6,574.92*	5,858.18*

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

Months Ended Increase or Decrease	RAILWAY DEPARTMENT	12 Months Ended December 31 1926	Increase or Decrease
	OPERATING REVENUE:		
	Revenue-Transportation:		
	101 Passenger	98,902.49	
	102 Baggage		
	103 Parlor Chair and Special car	273.35	
	104 Mail	181.73	
	105 Express		
	106 Milk		
	107 Freight		
	108 Switching		
	109 Miscellaneous	90.00	
	Total Revenue-Transp.	99,447.57	
	Revenue-Non Transportation:		
	110 Station and Car Privileges	580.00	
	111 Parcel Room Receipts		
	112 Storage		
	113 Car Service		
	114 Telegraph & Tel.Service		
	115 Rents of Tracks and Terminals		
	116 Rents of Equipment		
	117 Rents of Bldg.& Other Property		
	118 Power		
	119 Miscellaneous		
	Total Revenue-Non Transp.	580.00	
	Total Operating Rev.	100,027.57	
	OPERATING EXPENSES AND TAXES:		
	Way and Structures	11,067.26	
	Equipment	14,414.12	
	Power	31,277.45	
	Conducting Transportation	55,509.85	
	Traffic	67.34	
	General and Miscellaneous	22,663.87	
	Taxes	12,658.03	
	Total Operating Expenses & Taxes	147,657.92	
	Operating Percentage		
	OPERATING INCOME:	47,630.35	

Checked to	Added	Corrections Checked
all	JMC	

FORM NO. 4001
10-24-500

RAILWAY 3

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTHS OF 1926	Ended December 31	INCREASE OR DECREASE
			WAY AND STRUCTURES:			
			1 SUPERINTENDENCE	249.15		
			2 BALLAST			
			3 TIES			
			4 RAILS	257.36		
			5 RAIL FASTENINGS AND JOINTS	121.79		
			6 SPECIAL WORK	78.38		
			7 UNDERGROUND CONSTRUCTION			
			8 TRACK AND ROADWAY LABOR	4,457.54		
			9 MISCEL. TRACK & RAILWAY EXPENSES	279.00		
			10 PAVING	119.29		
			11 CLEANING AND SANDING TRACK	1,425.02		
			12 REMOVAL OF SNOW AND ICE			
			13 TUNNELS AND SUBWAYS			
			14 ELEVATED STRUCTURES AND FN'DS			
			15 BRIDGES, TRESTLES AND CULVERTS			
			16 CROSSINGS, FENCES AND SIGNS			
			17 SIGNAL & INTERLOCKING APPARATUS	18.28		
			18 TELEPHONE AND TELEGRAPH LINES			
			19 MISCELLANEOUS WAY EXPENSES			
			20 POLES AND FIXTURES	2,133.40		
			21 UNDERGROUND CONDUITS			
			22 DISTRIBUTION SYSTEM	2,020.82		
			23 MISCEL. ELECTRIC LINE EXPENSES			
			24 BUILDINGS, FIXTURES AND GROUNDS	168.13		
			25 DEPRECIATION OF WAY & STRUCTURES			
			26 OTHER OPERATIONS-DR.			
			27 OTHER OPERATIONS-CR.			
			28 EQUALIZATION			
			28A Automobile Expense	183.82		
			TOTAL WAY AND STRUCTURES	11,067.26		
			EQUIPMENT:			
			29 SUPERINTENDENCE	445.49		
			30 PASSENGER AND COMBINATION CARS	8,710.55		
			31 FREIGHT, EXPRESS AND MAIL CARS			
			32 SERVICE EQUIPMENT			
			33 ELECTRIC EQUIPMENT OF CARS	3,918.12		
			34 LOCOMOTIVES			
			36 SHOP EQUIPMENT	49.34		
			37 SHOP EXPENSES	1,290.62		
			38 VEHICLES AND HORSES			
			39 MISCEL. EQUIPMENT EXPENSES			
			40 DEPRECIATION OF EQUIPMENT			
			41 EQUIPMENT RETIRED			
			42 OTHER OPERATIONS-DR.			
			43 OTHER OPERATIONS-CR.			
			TOTAL EQUIPMENT	14,414.12		

Added Corrections Checked

FORM NO. 4060
10-25-500

RAILWAY

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTHS OF Ended December 31 1926		INCREASE OR DECREASE
			POWER:			
			45 SUPERINTENDENCE			
			46 POWER PLANT BLDG., FIX. AND GRDS.			
			47 POWER PLANT EQUIPMENT			
			48 SUB-STATION EQUIPMENT			
			49 TRANSMISSION SYSTEM			
			50 DEPRECIATION P. P. BLDGS. & EQUIP.			
			51 EQUALIZATION-POWER			
			52 POWER PLANT EMPLOYEES			
			53 FUEL			
			54 WATER			
			55 LUBRICANTS			
			56 MISCEL. P. P. SUPPLIES & EXPENSES			
			57 SUB-STATION EMPLOYEES	3,772.85		
			58 SUB-STATION SUPPLIES & EXPENSES			
			59 POWER PURCHASED	27,504.60		
			60 POWER EXCHANGED-BAL.			
			61 POWER TRANSFERRED-CR.			
			62 OTHER OPERATIONS-CR.			
			TOTAL POWER	31,277.45		
			CONDUCTING TRANSPORTATION:			
			63 SUPERINTENDENCE	9,097.13		
			64 PASS. CONDUCTORS, MOTORMEN, ETC.	37,676.67		
			65 FRT. CONDUCTORS, MOTORMEN, ETC.			
			66 MISCEL. CAR SERVICE EMPLOYEES	1,018.25		
			67 MISCEL. CAR SERVICE EXPENSES	1,440.29		
			68 STATION EMPLOYEES	19.25		
			69 STATION EXPENSES	78.37		
			70 CAR HOUSE EMPLOYEES	5,404.56		
			71 CAR HOUSE EXPENSES	109.83		
			72 OPERATION OF SIGNAL, ETC.	88.70		
			73 OPERATION OF TEL. AND TEL. LINES			
			75 OPERATION OF STEAM LOCOMOTIVES			
			76 FREIGHT & EXPRESS COLL. & DELIVERY			
			77 LOSS AND DAMAGE	486.75		
			78 OTHER TRANSPORTATION EXPENSES	90.05		
			TOTAL CONDUCTING TRANSPORTATION	55,509.85		
			TRAFFIC:			
			79 SUPERINTENDENCE AND SOLICITATION			
			80 ADVERTISING	51.35		
			81 PARKS, RESORTS AND ATTRACTIONS	15.99		
			82 MISCELLANEOUS TRAFFIC EXPENSES			
			TOTAL TRAFFIC	67.34		

Checked

Corrections Checked

FORM NO. 4009
10-24-929

RAILWAY 4

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	12 MONTHS OF 1926	Ended December 31	INCREASE OR DECREASE
			GENERAL AND MISCELLANEOUS:			
			83 Salaries and Exp. of Gen. Officers	2,580.00		
			84 Sal. & Exp. of Gen. Office Clerks	1,575.00		
			85 Gen. Office Supplies and Expenses	562.75		
			86 Law Expenses	1,212.00		
			87 Relief Department Expenses			
			88 Pensions and Gratuities	1,900.08		
			89 Miscellaneous General Expenses	2,057.68		
			90 Valuation Expenses			
			91 Amortization of Franchises			
			92 Injuries and Damages	10,150.40		
			93 Insurance	1,271.87		
			94 Stationery and Printing	713.01		
			95 Store Expenses	476.42		
			96 Garage and Stable Expenses			
			97 Rent of Tracks and Facilities			
			98 Rent of Equipment			
			99 Other Operations-Dr.			
			100 Other Operations-Cr.			
			100A Automobile Expense	164.66		
			Total General and Miscellaneous	22,663.87		
			TAXES:	12,658.03		

Checked | Added | Corrected Checked

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

STREET RAILWAY OPERATIONS FOR TWO MONTHS ENDING FEBRUARY 28, 1927

	JANUARY 1927	FEBRUARY 1927
OPERATING REVENUE:		
Revenue - Transportation:		
Passenger	3,096.35	2,759.19
Baggage		
Parlor Chair and Special Car		
Mail	30.28	15.14
Express		
Milk		
Freight		
Switching		
Miscellaneous		
TOTAL REVENUE - TRANSPORTATION	3,126.63	2,774.33
Revenue - Non Transportation:		
Station and Car Privileges	54.10	27.09
Parcel Room Receipts		
Storage		
Car Service		
Telegraph and Telephone Service		
Rents of Tracks and Terminals		
Rents of Equipment		
Rents of Building and Other Property		
Power		
Miscellaneous		
TOTAL REVENUE - NON TRANSPORTATION	54.10	27.09
TOTAL OPERATING REVENUE	3,180.73	2,801.42
OPERATING EXPENSES AND TAXES:		
Way and Structures	379.25	568.95
Equipment	763.58	623.34
Power	2,507.35	2,054.05
Conducting Transportation	2,795.14	2,615.50
Traffic		
General and Miscellaneous	1,272.57	1,208.34
Taxes	1,073.63	1,073.63
TOTAL OPERATING EXPENSES AND TAXES	8,791.52	8,143.71
OPERATING INCOME	5,610.79	5,342.29

Entered into [illegible] | Corrections Checked

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

Months Ended Increase or Decrease	RAILWAY DEPARTMENT	2 Months Ended February 28 1927	Increase or Decrease
	OPERATING REVENUE;		
	Revenue-Transportation:		
	101 Passenger	5,855.54	
	102 Baggage		
	103 Parlor Chair & Special Car		
	104 Mail	45.42	
	105 Express		
	106 Milk		
	107 Freight		
	108 Switching		
	109 Miscellaneous		
	Total Revenue-Transportation	5,900.96	
	Revenue-Non Transportation:		
	110 Station and Car Privileges	81.19	
	111 Parcel Room Receipts		
	112 Storage		
	113 Car Service		
	114 Telegraph and Telephone Service		
	115 Rents of Tracks and Terminals		
	116 Rents of Equipment		
	117 Rents of Bldg.& Other Property		
	118 Power		
	119 Miscellaneous		
	Total Revenue-Non Transp	81.19	
	Total Operating Revenue	5,982.15	
	OPERATING EXPENSES AND TAXES:		
	Way and Structures	948.20	
	Equipment	1,386.92	
	Power	4,561.40	
	Conducting Transportation	5,410.64	
	Traffic		
	General and Miscellaneous	2,480.81	
	Taxes	2,147.26	
	Total Operating Expenses & Taxs	16,935.23	
	Operating Percentage		
	OPERATING INCOME:	10,953.08	

Checked to | Added | Corrections

FORM NO. 4061
10-24-200

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	2 MONTH OF Ended February 28 1927		INCREASE OR DECREASE
			WAY AND STRUCTURES:			
			1 SUPERINTENDENCE			
			2 BALLAST			
			3 TIES			
			4 RAILS			
			5 RAIL FASTENINGS AND JOINTS	10.94		
			6 SPECIAL WORK	18.60		
			7 UNDERGROUND CONSTRUCTION			
			8 TRACK AND ROADWAY LABOR	350.27		
			9 MISCEL. TRACK & RAILWAY EXPENSES			
			10 PAVING	85.11		
			11 CLEANING AND SANDING TRACK	117.56		
			12 REMOVAL OF SNOW AND ICE			
			13 TUNNELS AND SUBWAYS			
			14 ELEVATED STRUCTURES AND FN'DS			
			15 BRIDGES, TRESTLES AND CULVERTS			
			16 CROSSINGS, FENCES AND SIGNS			
			17 SIGNAL & INTERLOCKING APPARATUS			
			18 TELEPHONE AND TELEGRAPH LINES			
			19 MISCELLANEOUS WAY EXPENSES			
			20 POLES AND FIXTURES	214.24		
			21 UNDERGROUND CONDUITS			
			22 DISTRIBUTION SYSTEM	112.60		
			23 MISCEL. ELECTRIC LINE EXPENSES			
			24 BUILDINGS, FIXTURES AND GROUNDS			
			25 DEPRECIATION OF WAY & STRUCTURES			
			26 OTHER OPERATIONS-DR.			
			27 OTHER OPERATIONS-CR.			
			28 EQUALIZATION			
			28A Automobile Expense	38.88		
			TOTAL WAY AND STRUCTURES	948.20		
			EQUIPMENT:			
			29 SUPERINTENDENCE	120.38		
			30 PASSENGER AND COMBINATION CARS	721.98		
			31 FREIGHT, EXPRESS AND MAIL CARS			
			32 SERVICE EQUIPMENT			
			33 ELECTRIC EQUIPMENT OF CARS	529.47		
			34 LOCOMOTIVES			
			36 SHOP EQUIPMENT			
			37 SHOP EXPENSES	15.09		
			38 VEHICLES AND HORSES			
			39 MISCEL. EQUIPMENT EXPENSES			
			40 DEPRECIATION OF EQUIPMENT			
			41 EQUIPMENT RETIRED			
			42 OTHER OPERATIONS-DR.			
			43 OTHER OPERATIONS-CR.			
			TOTAL EQUIPMENT	1,386.92		

Checked to JWG | Added JWG | Corrections Checked

FORM NO. 4098
10-24-500

RAILWAY

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	2 MONTHS OF 1927	Ended February 28	INCREASE OR DECREASE
			POWER:			
			45 SUPERINTENDENCE			
			46 POWER PLANT BLDG., FIX. AND GRDS.			
			47 POWER PLANT EQUIPMENT			
			48 SUB-STATION EQUIPMENT			
			49 TRANSMISSION SYSTEM			
			50 DEPRECIATION P. P. BLDGS. & EQUIP.			
			51 EQUALIZATION-POWER			
			52 POWER PLANT EMPLOYEES			
			53 FUEL			
			54 WATER			
			55 LUBRICANTS			
			56 MISCEL. P. P. SUPPLIES & EXPENSES			
			57 SUB-STATION EMPLOYEES	660.80		
			58 SUB-STATION SUPPLIES & EXPENSES			
			59 POWER PURCHASED	3,900.60		
			60 POWER EXCHANGED-BAL.			
			61 POWER TRANSFERRED-CR.			
			62 OTHER OPERATIONS-CR.			
			TOTAL POWER	4,561.40		
			CONDUCTING TRANSPORTATION:			
			63 SUPERINTENDENCE	814.04		
			64 PASS. CONDUCTORS, MOTORMEN, ETC.	3,878.00		
			65 FRT. CONDUCTORS, MOTORMEN, ETC.			
			66 MISCEL. CAR SERVICE EMPLOYEES			
			67 MISCEL. CAR SERVICE EXPENSES	216.63		
			68 STATION EMPLOYEES			
			69 STATION EXPENSES	.83		
			70 CAR HOUSE EMPLOYEES	450.27		
			71 CAR HOUSE EXPENSES	18.00		
			72 OPERATION OF SIGNAL, ETC.	1.29		
			73 OPERATION OF TEL. AND TEL. LINES			
			75 OPERATION OF STEAM LOCOMOTIVES			
			76 FREIGHT & EXPRESS COLL. & DELIVERY			
			77 LOSS AND DAMAGE			
			78 OTHER TRANSPORTATION EXPENSES	26.78		
			78A Automobile Expense	4.80		
			TOTAL CONDUCTING TRANSPORTATION	5,410.64		
			TRAFFIC:			
			79 SUPERINTENDENCE AND SOLICITATION			
			80 ADVERTISING			
			81 PARKS, RESORTS AND ATTRACTIONS			
			82 MISCELLANEOUS TRAFFIC EXPENSES			
			TOTAL TRAFFIC			

Checked to	Added	Corrections
HAC	HAC	HAC

COLUMBIA RAILWAY, GAS AND ELECTRIC COMPANY

MONTHS ENDED		INCREASE OR DECREASE	RAILWAY DEPARTMENT	2 MONTHS OF 1927	Ended February 28	INCREASE OR DECREASE
			GENERAL AND MISCELLANEOUS:			
			83 Salaries and Exp. of Gen. Officers	366.68		
			84 Sal. & Exp. of Gen. Office Clerks	270.00		
			85 Gen. Office Supplies and Expenses	150.00		
			86 Law Expenses	204.25		
			87 Relief Department Expenses			
			88 Pensions and Gratuities	406.68		
			89 Miscellaneous General Expenses	180.79		
			90 Valuation Expenses			
			91 Amortization of Franchises			
			92 Injuries and Damages	635.06		
			93 Insurance	120.23		
			94 Stationery and Printing	38.90		
			95 Store Expenses	33.61		
			96 Garage and Stable Expenses			
			97 Rent of Tracks and Facilities			
			98 Rent of Equipment			
			99 Other Operations-Dr.			
			100 Other Operations-Cr.			
			100A Automobile Expense	74.61		
			Total General and Miscellaneous	2,480.81		
			TAXES:	2,147.26		

Checked to	Added	Corrections Checked
WJC MEC	WJR	WJC

[fol. 1395] Columbia Railway, Gas and Electric Company

Summary Operating Loss Before Depreciation and Interest, January, 1920, to February, 1927, Incl.

12	months	ended	December	31,	1920	$94,533.64*
12	"	"	"	"	1921	49,232.73*
12	"	"	"	"	1922	144,513.21*
12	"	"	"	"	1923	102,477.28*
12	"	"	"	"	1924	138,047.05*
12	"	"	"	"	1925	87,812.13*
12	"	"	"	"	1926	47,630.35*
Jan. and Feb.					1927	10,953.08*
Total Operating loss Jan. 1920 to Feb. 1927, Inclusive						$675,199.47*

[*Red in copy.]

Checked to W. J. R., H. G. C. Added, W. J. R. Corrections Checked.

[fol. 1396] EXHIBIT A 20

STATE OF SOUTH CAROLINA:

South Carolina Tax Commission, Columbia

Boc 420

October 9, 1926.

Columbia Railway, Gas & Electric Co., Street Railway, Columbia, S. C.

GENTLEMEN: The Tax Commission has placed an assessment of $150,000.00 on your property for the year 1926.

If you desire a hearing on this matter, we will be glad to hear you on October 15th, 1926, or, if you prefer, you can submit in writing any objection to the assessment, before that time.

Yours very truly, South Carolina Tax Commission.
W. G. Query, Chairman.

S.M.

[fol. 1397] EXHIBIT A 21

STATE OF SOUTH CAROLINA:

South Carolina Tax Commission, Columbia, S. C.

Box 420

July 9, 1926.

Columbia Railway, Gas & Electric Co. (St. Railway Dept.), Columbia, S. C.

GENTLEMEN: In accordance with the provisions of Section 84 of an Act passed by the 1926 General Assembly—(copy of which Act is enclosed)—there has been assessed against your corporation for the year 1926 an additional license fee of $750.00 which has been arrived at as will be shown by the below computation:

Assessed value 1925 (42% of true value)	$105,000.00
True value (42% raised to 100%)	250,000.00
Tax—3 mills on true value	750.00

In order that your remittance may be properly identified and credited when received, and for the purpose of saving any possible unnecessary additional correspondence concerning same, the Commission begs to request that you comply strictly with the following:

1. Make your remittance payable to the State Treasurer, but mail it to the South Carolina Tax Commission.

2. Return the enclosed duplicate copy of this assessment with your remittance.

If you have any objection to the above assessment and will notify us within ten (10) days from the date hereof that you desire to be heard, a date for hearing you will be fixed; otherwise, the amount assessed above will be certified to the State Treasurer as being correct for the year 1926. Paymnt must be made within thirty (30) days after such certification to the State Treasurer.

Yours very truly, South Carolina Tax Commission,
License Tax Division, by —— ——.

SOC:kph.
L-15-25.

[fol. 1398] EXHIBIT A 22

STATE OF SOUTH CAROLINA:

South Carolina Tax Commission, Columbia, S. C.

Box 420

May 18, 1927.

Columbia Railway, Gas & Electric Co., Columbia, S. C.

GENTLEMEN: In accordance with the provisions of Section 84 of an Act passed by the 1926 General Assembly—(same being Act #475)—there has been assessed against your corporation for the year 1927 an additional license fee of $1,171.43 which has been arrived at as will be shown by the below computation.

Assessed value 1926 (42% of true value)	$150,000.00
True value (42% raised to 100%)	357,142.00
Tax—3 mills on true value	1,171.43

In order that your remittance may be properly identified and credited when received, and for the purpose of saving any possible unnecessary additional correspondence concerning same, the Commission begs to request that you comply strictly with the following:

1. Make your remittance payable to the State Treasurer, but mail it to the South Carolina Tax Commission.

2. Return the enclosed duplicate copy of this assessment with your remittance.

If you have any objection to the above assessment and will notify us within ten (10) days from the date hereof that you desire to be heard, a date for hearing you will be fixed; otherwise, the amount assessed above will be certified to the State Treasurer as being correct for the year 1927. Payment must be made within thirty (30) days after such certification to the State Treasurer.

Yours very truly, South Carolina Tax Commission,
License Tax Division, by D. O. Coker.

SOC-LT.
L-15-27.

[fol. 1399] EXHIBIT A 23

September 26, 1927.

Columbia Railway, Gas & Electric Co., Columbia, S. C.

GENTLEMEN: The Tax Commission has placed an assessment of $150,000 75,000 9/29/1927 A. B. C. on your property for the year 1927.

If you desire a hearing on this matter, we will be glad to hear you on Sept. 28th, 1927, or, if you prefer, you can submit in writing any objection to the assessment, before that time.

Yours very truly, Sou'h Carolina Tax Commission.
W. G. Query, Chairman.

[fol. 1400] EXHIBIT A 25

Extract from Page 85 of Commercial and Financial Chronicle, Issue of January 3, 1925

Consolidated Earnings of Subsidiary Companies, Years Ending June 30

	1923	1924
Operating Revenue:		
Electric Department	$955,734	$1,039,678
Railway Department	229,676	215,924
Gas Department	288,132	302,769
Total	$1,473,542	$1,558,370
Operating Expenses:		
Electrical Department	$249,252	$253,092
Railway Department	273,457	266,070
Gas Department	169,251	157,497
Taxes	123,621	126,948
Operating Income	657,960	754,763
Other Income Credits	3,541	4,753
Gross Income	$661,501	$759,516
Interest, &c.	341,562	369,675
Depreciation	137,600	143,999
Net Income	$182,339	$245,841

[fol. 1401] EXHIBIT A 26

Columbia Railway, Gas and Electric Company

Statement of Current Assets and Liabilities as of July 31, 1925

Current Assets

Materials and supplies	$13,521.94
Insurance premiums paid in advance	135.54
Working funds in hands of employees	400.00
Cash	51,469.78
Accounts receivable	9,618.66
Total	$75,145.92

Current Liabilities

Notes payable	$7,685.28
Accounts payable	56,547.77
Loans payable	20,000.00
Paving assessments	3,255.97
Conductors' deposits	60.00
Ticket liability	20.14
Accrued taxes	11,655.32
Total	$99,224.48
Excess of current liabilities over current assets	$24,078.56

NOTE.—This statement does not include the value of the street railway system as an asset.

[fol. 1402] EXHIBIT A 27

Columbia Railway, Gas & Electric Company

Operating Deficit (Without Depreciation)

	July 1, 1925, to Dec. 31, 1925	Year 1926	July 1, 1927, to Feb. 28, 1927
Operating Revenue	$74,899.07	$100,027.57	$5,900.96
Operating Expenses and Taxes	107,975.07	147,657.92	16,935.23
Operating Defict	$33,076.00*	$47,630.35*	$10,953.08*
Cost of Purchased Power included in above	$20,133.75	$27,504.60	$3,900.60
Pole rental included in above	1,151.25	2,133.40	214.24

[*Red in copy.]

[fol. 1403] EXHIBIT A 28

Broad River Power Company

Year 1927

Operating Revenue	$2,665,796
Operating Expenses and Taxes (before depreciation)	1,332,869
Operating Income	1,332,927
Other Income	223,435
Total Income	1,556,362
Less Interest on Sinking Fund and Bank Balances	54,094
	1,502,268
Provision for Depreciation, 3% on $19,477,553	584,326
Balance	$917,942

This is 4.6% on Property of $19,477,553.

[fol. 1404] EXHIBIT A 33

Columbia Railway, Gas and Electric Company

Statement of Earnings of Railway Department, Including Depreciation and Before Deducting Taxes for Years Indicated

	Operating Revenues	Operating Expenses	Operating Income
1920	$436,503.24	$627,784.76	$191,281.52
1921	430,033.10	523,966.07	93,932.97
1922	195,858.34	333,632.51	137,774.17
1923	226,301.59	312,039.83	85,738.24
1924	201,408.30	312,420.85	111,012.55

Statement of Earnings of Railway Department before Depreciation and Including Taxes for Years Indicated

	Operating Revenues	Operating Expenses	Operating Income
1920	$436,503.24	$531,036.88	$94,533.64
1921	430,033.10	479,265.83	49,232.73
1922	195,858.34	340,371.55	144,513.21
1923	226,301.59	328,778.87	102,477.28
1924	201,408.30	339,455.35	138,047.05

Statement of Earnings of Railway Department, Including Depreciation, if Any, and Before Deducting Taxes for Period Indicated.

	Operating Revenues	Operating Expenses	Operating Income
Nine months ending September 30, 1924	$150,258.94	$244,948.43	$94,689.49

Statement of Earnings of Railway Department Before Depreciation and Including Taxes for Years Indicated

	Operating Revenues	Operating Expenses	Operating Income
Nine months ending September 30, 1924	$150,258.94	$261,943.43	$111,684.49

[fol. 1405] Columbia Railway, Gas and Electric Company

Statement of Earnings of Railway Department, Including Depreciation, if Any, and Before Deducting Taxes for Period Indicated

	Operating Revenues	Operating Expenses	Operating Income
Three months ending December 31, 1924.	$51,149.36	$67,472.42	$16,323.06

Statement of Earnings of Railway Department Before Depreciation and Including Taxes for Years Indicated

	Operating Revenues	Operating Expenses	Operating Income
Three months ending December 31, 1924.	$51,149.36	$77,511.92	$26,362.56

[fol. 1406] EXHIBIT A 41

Broad River Power Company

Common Stock Dividends Paid:

Year 1925	$198,000.00	
Year 1926	150,000.00	
Year 1927	173,176.00	
Year 1928 (To April 30, 1928)	54,117.50	
		$575,293.50

Preferred Stock Dividends Paid:

Year 1925	$136,545.50	
Year 1926	199,682.00	
Year 1927	266,414.75	
Year 1928 (To April 30, 1928)	133,367.50	
		736,009.75
		$1,311,303.25

Balance of Surplus after above Dividends:

December 31, 1925	$455,252.47	
December 31, 1926	627,402.59	
December 31, 1927	679,610.74	
April 30, 1928	753,669.64	
		753,669.64
		$2,064,972.89

[fol. 1408]

Statement of This Company's Checks t

Date of check	Check No.	Voucher No.	Drawn by	
7-11-25	1787	G-32	Broad R. P. Co.	C
7-22-25	2059	G-91	" " " "	"
11-21-25	3826	K-70	" " " "	"
12- 5-25	3913	L-3	" " " "	"
12-15-25	4148	L-42	" " " "	"
12-31-25	4308	L-161	" " " "	"
1-30-26	4693	A-195	" " " "	"
2-27-26	5062	B-129	" " " "	"
3-31-26	5504	C-207	" " " "	"
4- 8-26	5587	D-11	" " " "	"
4-30-26	5965	D-177	" " " "	"
5- 4-26	5972	E-1	" " " "	"
5- 6-26	5992	E-4	" " " "	"
5-21-26	6421	E-212	" " " "	"
6-24-26	6828	F-103	" " " "	"
7-28-26	7352	G-145	" " " "	"
8- 6-26	7421	H-1	" " " "	"
8-31-26	7933	H-171	" " " "	"
9-22-26	8334	I-99	" " " "	"
11-29-26	9336	K-161	" " " "	"
12-22-26	9694	L-104	" " " "	"
1- 5-27	9857	L-235	" " " "	"
1-10-27	78	A-9	" " " "	"
1-31-27	596	A-180	" " " "	"
2- 7-27	681	B-1	" " " "	"
2-24-27	1135	B-96	" " " "	"
3- 2-27	1191	B-142	" " " "	"
3- 8-27	1254	C-1	" " " "	"

[fol. 1405] Columbia Railway, Gas and Electric Company

Statement of Earnings of Railway Department, Including Depreciation, if Any, and Before Deducting Taxes for Period Indicated

	Operating Revenues	Operating Expenses	Operating Income
Three months ending December 31, 1924.	$51,149.36	$67,472.42	$16,323.06

Statement of Earnings of Railway Department Before Depreciation and Including Taxes for Years Indicated

	Operating Revenues	Operating Expenses	Operating Income
Three months ending December 31, 1924.	$51,149.36	$77,511.92	$26,362.56

[fol. 1406] EXHIBIT A 41

Broad River Power Company

Common Stock Dividends Paid:

Year 1925	$198,000.00	
Year 1926	150,000.00	
Year 1927	173,176.00	
Year 1928 (To April 30, 1928)	54,117.50	
		$575,293.50

Preferred Stock Dividends Paid:

Year 1925	$136,545.50	
Year 1926	199,682.00	
Year 1927	266,414.75	
Year 1928 (To April 30, 1928)	133,367.50	
		736,009.75
		$1,311,303.25

Balance of Surplus after above Dividends:

December 31, 1925	$455,252.47	
December 31, 1926	627,402.59	
December 31, 1927	679,610.74	
April 30, 1928	753,669.64	
		753,669.64
		$2,064,972.89

[fol. 1408]

Statement of This Company's Checks t

Date of check	Check No.	Voucher No.	Drawn by	
7-11-25	1787	G-32	Broad R. P. Co.	C
7-22-25	2059	G-91	" " " "	"
11-21-25	3826	K-70	" " " "	"
12- 5-25	3913	L-3	" " " "	"
12-15-25	4148	L-42	" " " "	"
12-31-25	4308	L-161	" " " "	"
1-30-26	4693	A-195	" " " "	"
2-27-26	5062	B-129	" " " "	"
3-31-26	5504	C-207	" " " "	"
4- 8-26	5587	D-11	" " " "	"
4-30-26	5965	D-177	" " " "	"
5- 4-26	5972	E-1	" " " "	"
5- 6-26	5992	E-4	" " " "	"
5-21-26	6421	E-212	" " " "	"
6-24-26	6828	F-103	" " " "	"
7-28-26	7352	G-145	" " " "	"
8- 6-26	7421	H-1	" " " "	"
8-31-26	7933	H-171	" " " "	"
9-22-26	8334	I-99	" " " "	"
11-29-26	9336	K-161	" " " "	"
12-22-26	9694	L-104	" " " "	"
1- 5-27	9857	L-235	" " " "	"
1-10-27	78	A-9	" " " "	"
1-31-27	596	A-180	" " " "	"
2- 7-27	681	B-1	" " " "	"
2-24-27	1135	B-96	" " " "	"
3- 2-27	1191	B-142	" " " "	"
3- 8-27	1254	C-1	" " " "	"

Exhibit A

Broad River Power Company

's Checks to the Order of Columbia Railway, Gas & Electric Company for Advances Made from July 11, 1925, to March 8, 1927

Payable to	Name of bank	Amount	Deposited to credit of C. Ry., G. & Elec. Company in	Date
C. Ry. G. & E. Co	Chatham-Phenix, New York	$10,000.00	Nat'l Loan & Exchange, Cola	7-11-25
" " " " " "	Nat. Loan & Exch. Cola, S. C	10,000.00	" " " " "	7-23-25
" " " " " "	S. C. Nat. Cola, S. C.	3,000.00	" " " " "	11-23-25
" " " " " "	" " " " " "	3,000.00	" " " " "	12- 7-25
" " " " " "	" " " " " "	6,000.00	" " " " "	12-16-25
" " " " " "	" " " " " "	12,000.00	" " " " "	1- 2-26
" " " " " "	" " " " " "	3,500.00	" " " " "	2- 1-26
" " " " " "	" " " " " "	6,000.00	" " " " "	3- 1-26
" " " " " "	" " " " " "	3,000.00	" " " " "	4- 1-26
" " " " " "	" " " " " "	2,000.00	" " " " "	4- 9-26
" " " " " "	" " " " " "	2,500.00	" " " " "	5- 3-26
" " " " " "	" " " " " "	1,000.00	" " " " "	5- 5-26
" " " " " "	" " " " " "	3,500.00	" " " " "	5- 7-26
" " " " " "	" " " " " "	1,500.00	" " " " "	6- 1-26
" " " " " "	Nat. Loan & Exch. Cola, S. C	4,000.00	" " " " "	6-25-26
" " " " " "	S. C. Nat. Cola, S. C	3,000.00	" " " " "	8- 4-26
" " " " " "	" " " " " "	1,000.00	" " " " "	8- 7-26
" " " " " "	" " " " " "	3,500.00	" " " " "	9- 2-26
" " " " " "	" " " " " "	4,000.00	" " " " "	9-23-26
" " " " " "	" " " " " "	6,000.00	" " " " "	11-30-26
" " " " " "	" " " " " "	2,500.00	" " " " "	12-23-26
" " " " " "	" " " " " "	10,500.00	" " " " "	7- 6-27
" " " " " "	" " " " " "	2,500.00	" " " " "	7-13-27
" " " " " "	" " " " " "	2,500.00	" " " " "	2- 2-27
" " " " " "	" " " " " "	2,500.00	" " " " "	2- 8-27
" " " " " "	" " " " " "	2,500.00	" " " " "	2-25-27
" " " " " "	" " " " " "	1,000.00	" " " " "	3- 3-27
" " " " " "	" " " " " "	2,500.00	" " " " "	3- 9-27

[fol. 1409]

EXHIBIT B

Columbia Railway, Gas and Electric Company

Statement of This Company's Checks to Order of Broad River Power Company for Power Purchased from

Date of check	Check No.	Voucher No.	Drawn by	Payable to	Name of bank
8-14-25	2138	G-26	C. Ry. G. & E. Co	Broad R. P. Co	Nat'l Loan & Exchange, Cola, S. C.
10- 1-25	2173	H-15	C. Ry. G. & E. Co	" " " "	" " " " " "
10-14-25	2250	I-15	C. Ry. G. & E. Co	" " " "	" " " " " "
12-31-25	2288	J-43	C. Ry. G. & E. Co	" " " "	" " " " " "
1-29-26	2329	K-34	C. Ry. G. & E. Co	" " " "	" " " " " "
2-27-26	2374	L-40	C. Ry. G. & E. Co	" " " "	" " " " " "
2-27-26	2379	A-31	C. Ry. G. & E. Co	" " " "	" " " " " "
3-31-26	2413	B-20	C. Ry. G. & E. Co	" " " "	" " " " " "
4-29-26	2446	C-16	C. Ry. G. & E. Co	" " " "	" " " " " "
5-26-26	2479	D-29	C. Ry. G. & E. Co	" " " "	" " " " " "
6-25-26	2503	E-13	C. Ry. G. & E. Co	" " " "	" " " " " "
7-29-26	2526	F-13	C. Ry. G. & E. Co	" " " "	" " " " " "
8-31-26	2551	G-10	C. Ry. G. & E. Co	" " " "	" " " " " "
10- 1-26	2579	H-11	C. Ry. G. & E. Co	" " " "	" " " " " "
10-30-26	2607	I-8	C. Ry. G. & E. Co	" " " "	" " " " " "
11-30-26	2634	J-12	C. Ry. G. & E. Co	" " " "	" " " " " "
12-30-26	2654	K-16	C. Ry. G. & E. Co	" " " "	" " " " " "
1-31-27	11	L-16	C. Ry. G. & E. Co	" " " "	" " " " " "
2-28-27	32	A-6	C. Ry. G. & E. Co	" " " "	" " " " " "
.....	....	B-8	C. Ry. G. & E. Co	" " " "	" " " " " "
.....	....	C-8	C. Ry. G. & E. Co	" " " "	" " " " " "

*Unpaid.

[fol. 1410] Clerk's certificate to foreoging transcript omitted in printing.

Exhibit B

Columbia Railway, Gas and Electric Company

s Checks to Order of Broad River Power Company for Power Purchased from July 1, 1925, to March 11, 1927

Payable to	Name of bank	Amount	Power for month of	Deposited to credit of Broad R. P. Co. in	Date
Broad R. P. Co	Nat'l Loan & Exchange, Cola, S. C.	$3,084.15	July 1925	S. C. Nat'l, Cola, S. C	9- 1-25
" " " "	" " " " " "	2,941.20	Aug. 1925	Nat. Loan & Exch. Cola	10- 5-25
" " " "	" " " " " "	2,974.80	Sept. 1925	S. C. Nat'l, Cola, S. C	12- 4-25
" " " "	" " " " " "	3,788.70	Oct. 1925	" " " "	1- 4-26
" " " "	" " " " " "	3,759.75	Nov. 1925	Nat. Loan & Exch. Cola	2- 1-26
" " " "	" " " " " "	3,585.15	Dec. 1926	S. C. Nat'l, Cola. S. C	3- 2-26
" " " "	" " " " " "	3,334.05	Jan. 1926	" " " "	3- 2-26
" " " "	" " " " " "	2,900.85	Feb. 1926	Nat. Loan & Exch. Cola	4- 1-26
" " " "	" " " " " "	3,091.65	Mar. 1926	S. C. Nat'l, Cola, S. C	5- 3-26
" " " "	" " " " " "	2,868.45	Apr. 1926	" " " "	6- 2-26
" " " "	" " " " " "	2,565.15	May 1926	" " " "	6-28-26
" " " "	" " " " " "	1,845.90	June 1926	Nat. Loan & Exch. Cola	8- 3-26
" " " "	" " " " " "	1,632.60	July 1926	" " " "	9- 1-26
" " " "	" " " " " "	1,655.85	Aug. 1926	S. C. Nat'l, Cola, S. C.	10- 2-26
" " " "	" " " " " "	1,618.35	Sept. 1926	" " " "	11- 3-26
" " " "	" " " " " "	1,959.15	Oct. 1926	" " " "	12- 4-26
" " " "	" " " " " "	1,944.60	Nov. 1926	" " " "	1- 6-27
" " " "	" " " " " "	2,088.00	Dec. 1926	" " " "	2- 2-27
" " " "	" " " " " "	2,160.15	Jan. 1927	" " " "	2- 2-27
" " " "	" " " " " "	1,740.45	Feb. 1927*		
" " " "	" " " " " "	719.70	Mar. 1927*		

printing.

[fol. 1407] EXHIBIT No. 42

I hereby certify that the following are true and correct copies of resolutions adopted at a meeting of the stockholders of Columbia Railway, Gas and Electric Company held on the 11th day of June, 1925:

Resolved, that all of the properties, assets, franchises and charter or other rights of this company, except the street railway property and the franchises for the operation of the same, be conveyed to Broad River Power Comanpy, subject, however, to the mortgage of this company to Knickerbocker Trust Company, as Trustee, dated July 1, 1911, under which mortgage Irving Bank-Columbia Trust Company is now successor trustee, and to the indenture supplemental thereto as hereinafter provided in these resolutions, and subject, insofar as the same may be applicable, to existing mortgages on the property of Columbia Railway, Gas and Electric Company, and on the assumption by Broad River Power Company of all of the debts, liabilities and obligations of the company, except those arising from and in connection with the said street railway property, and except the payment of its bonds issued under and secured by the two mortgages above set forth;

Further resolved, that the proper officers of this company be and they hereby are authorized, empowered and directed to execute any documents and take any action necessary to effectuate the purposes of the foregoing resolutions.

C. N. Wilson, Secretary of Columbia Railway, Gas and Electric Company. (Seal.).

(Here follow Exhibits Nos. A and B, side folios 1408 and 1409)

SUPREME COURT OF THE UNITED STATES

ORDER ALLOWING CERTIORARI—Filed January 27, 1930

The petition herein for a writ of certiorari to the Supreme Court of the State of South Carolina is granted. And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.